



## GENERAL TERMS AND CONDITIONS

These general terms and conditions (“**Terms and Conditions**”) are applied by Nöjdhs Elektronik AB reg. nr. 556482-9876 (“**Nöjdhs**”) in relation to all Customers with whom Nöjdhs has entered into an Agreement.

The Terms and Conditions apply to Agreements entered into via Nöjdhs's websites, email, telephone and other contact channels.

The Terms and Conditions are an appendix to the Quotation and shall be considered a part of the Agreement.

No other terms or conditions delivered with or contained with the Agreement shall form part of any agreement between the Parties unless explicitly accepted in writing by Nöjdhs.

### 1. DEFINITIONS

Unless the context or the circumstances clearly dictate otherwise, the following words and concepts will have the meaning stated below:

**Agreement** means these Terms and Conditions, the Purchase Agreement, Quotation, Purchase Order and any appendix to these documents.

**Business days** mean any day other than a Saturday, Sunday, or public holiday in the jurisdiction of Sweden.

**Calendar days** mean any day of the week, including Saturdays, Sundays and public holidays.

**Customer** means the customer specified in the Quotation.

**Order Confirmation** means Nöjdhs's written acceptance of a Purchase Order.

**Parties** mean Nöjdhs and Customer jointly (each a **Party**).

**Products** mean the products specified in the Agreement.

**Purchase Agreement** means the agreement entered into between the Parties which complements the Quotation and specifies the conditions of the sale of Nöjdhs's Products and/or Services to the Customer.

**Purchase Order** means Customers offer to Nöjdhs for the purchase of Nöjdhs's Products and/or Services and which complements the Quotation.

**Purchase Price** means the purchase price for the Products and/or Services specified in the Quotation.

**Quotation** means Nöjdhs's offer to Customer for the sale of Nöjdhs's Products and/or Services.

**Services** means the services specified in the Agreement.

### 2. PRICES

All prices set out in the Quotation and other documents relating to the Agreement do not include any tax, shipping costs or public charges, unless otherwise agreed between the Parties.

Costs related to packaging are included in the price unless otherwise agreed between the Parties.

All prices under the Agreement shall be in the currency specified in the Quotation unless otherwise agreed between the Parties.

### 3. QUOTATION, PURCHASE AGREEMENT AND PURCHASE ORDER

The Quotation is valid for thirty (30) Calendar days, unless otherwise stated in the Quotation.

The Quotation is always complemented by a Purchase Order, which is issued by the Customer, or a Purchase Agreement, which is issued by the Customer.

If the Agreement contains conflicting information, and the Parties have entered into a Purchase Agreement, the Purchase Agreement shall prevail in terms of interpretation, followed by the Quotation and lastly the Terms and Conditions.

If the Agreement contains conflicting information, and the Agreement contains a Purchase Order, the Quotation shall prevail in terms of interpretation, followed by the Purchase Order and lastly the Terms and Conditions.

If the Parties have entered into a Purchase Agreement, the Agreement shall be deemed to have been concluded when the Parties have signed the Purchase Agreement.

If the Agreement contains a Purchase Order, the Agreement shall be deemed to have been concluded when Nöjdhs has issued an Order Confirmation.

An Order Confirmation is sent by Nöjdhs via e-mail or any other contact channel to the Customer.

The Customer is responsible for the content of the Purchase Order.

#### **4. SPECIFICATION**

The Parties may establish a specification, such as a statement of work, prior to entering into an Agreement, with the purpose of further specifying the Products and/or Services that the Customer purchases under the Agreement.

If a specification related to an Agreement between the Parties has been established, the specification shall be considered a part of the Quotation and thus a part of the Agreement.

#### **5. AMENDMENTS TO THE AGREEMENT**

Additions and other amendments to the Terms and Conditions, Purchase Agreement, Quotation or Purchase Order must be documented in writing and signed by authorized representatives of the Parties to be valid (where applicable, clearly indicating to which provision of the Agreement the addition or amendment relates to).

#### **6. PRICE, PAYMENT AND TERMS OF PAYMENT**

The Customer shall pay the Purchase Price to Nöjdhs in accordance with the Quotation, unless otherwise agreed in writing by the Parties.

Payment is made by invoice with payment terms of thirty (30) calendar days net unless otherwise stated in the Quotation.

Interest on arrears at a rate of 2% per month will be charged in the event of late payments.

Nöjdhs sends invoices to the e-mail address specified in the Purchase Order or the Purchase Agreement.

#### **7. RETENTION OF OWNERSHIP**

Nöjdhs retains ownership of the Products until payment under the Agreement has been made in full. The Customer undertakes to keep the Products separate from other goods and not to sell, destroy, alter or otherwise dispose of the Products until the Customer has paid in full.

#### **8. TERMS OF DELIVERY OF PRODUCTS**

The Products are delivered FCA Nöjdhs's Elektronik AB (Incoterms® 2020), unless otherwise stated in the Agreement. If Nöjdhs are responsible for arranging shipping of the Products, the shipping cost is stated in the Quotation.

It is the Customer's responsibility to provide the correct delivery address, as well as accurate and sufficient contact information. Furthermore, the Customer shall ensure that the address is staffed during the expected delivery time.

If the address is unstaffed during the agreed time when the carrier is to deliver the Products or if incorrect/inadequate information has been provided for the address, Nöjdhs is entitled to charge the Customer for notification and a new delivery.

#### **9. TERMS OF DELIVERY OF SERVICES**

The Services are delivered when the Services have been provided by Nöjdhs in accordance with the Agreement.

Upon completion of the Services, Nöjdhs may issue a service report and/or delivery order. If a service report is issued, the Services shall be deemed to have been delivered upon Nöjdhs's signature of the service report. If a delivery order is issued, the Services shall be deemed to have been delivered upon the Customer's signature of the delivery order. If the Customer has not signed

the delivery order or presented justified objections against the delivery of the Services within five (5) business days from the date of issuance, the Services shall be deemed to have been delivered as of the expiry of the five-day-period.

## 10. TIME OF DELIVERY OF PRODUCTS AND SERVICES

The estimated date when the Products will leave Nöjdhs's premises (shipping date) are stated in the Order Confirmation. The shipping date specified in the Order Confirmation is indicative only and may be subject to change. If the shipping date is changed, Nöjdhs will notify the Customer as soon as reasonably practicable after becoming aware of the revised information.

The date of delivery of Products may vary and may therefore occur at different times. If the delivery time is expected to be extended, the Customer will be notified as soon as possible after the information has come to Nöjdhs's knowledge. Nöjdhs shall not be held liable for any delay in delivery of Products unless the delay is attributable to Nöjdhs's negligence.

The expected time when the Services will be delivered can be indicated and specified in the Quotation. Unless otherwise explicitly agreed between the Parties, Nöjdhs shall not be held liable for any delay in delivery of the Services unless the delay is attributable to Nöjdhs's negligence and a specific date of delivery has been agreed in writing between the Parties.

## 11. CONTROL OF THE DELIVERY

If a Product or Service deviates from the Agreement, for instance if it is damaged or does not work, the deviation shall be considered a defect ("**Defect**").

If a Product or Service deviates from the Agreement in the sense that it for instance does not work in accordance with a specification or if something is missing, the deviation shall be considered a deviation ("**Deviation**").

Upon delivery, the Customer shall inspect the Products and/or Services delivered and document and in writing report any Defects or Deviations to Nöjdhs within five (5) business days of delivery. The Customer shall in the written notification include pictures clearly displaying the

Deviation or Defect, or alternatively, in writing clearly describe the Defect or Deviation.

## 12. WARRANTY AND LIABILITY FOR DEFECTS AND DEVIATIONS

If a Defect or Deviation manifests after the delivery, the Customer shall give notice of the Defect or Deviation in writing within five (5) business days from the time the Customer became or should have become aware of the Defect or Deviation. If the notice is not given within the five-day period, Nöjdhs shall not be held liable for the Defect or Deviation. The notice of Defect or Deviation shall include a clear description of the nature of the Defect or Deviation and the specific part or function of the Product and/or Service that is considered defective.

Nöjdhs's liability for Products only applies to Defects or Deviations that manifest within twentyfour (24) months from the date of delivery of the Product. Unless otherwise agreed, the liability period starts with a warranty period of twelve (12) months.

Nöjdhs's liability for Services only applies to Defects or Deviations that manifest within twelve (12) months from the date of delivery of the Service. Unless otherwise agreed, the liability period starts with a warranty period of twelve (12) months.

If a complaint is made in the manner and within the time prescribed above, Nöjdhs shall be entitled to choose between remedying the Defect or Deviation, or making a replacement delivery within a reasonable time. Nöjdhs shall bear the costs of remedy or replacement.

However, in the event that the Defect or Deviation concerns a Product, Nöjdhs reserves the right to remedy the Defect or Deviation only at Nöjdhs's premises. The Customer shall therefore, at its own expense, return the Product to Nöjdhs for remedy. If the Customer has resold the Product, the Customer is responsible for ensuring that the Product is returned to Nöjdhs for remedy. The Customer shall bear such costs related to the return. Returns to Nöjdhs may only be made upon prior written acceptance by Nöjdhs.

Nöjdhs further reserves the right, in the event of a complaint made in the prescribed manner and within the prescribed time, instead of what is

stated above, to carry out remote remediation by instructing the Customer how to remedy the Defect or Deviation itself. In the case of remote remedy, Nöjdhs shall only bear the costs of reasonable compensation to the repairer chosen by the Parties by written agreement to remedy the Defect or Deviation and the costs of any replacement components. Under no circumstances will Nöjdhs reimburse costs attributable to the time spent by the Customer's staff related to remedy of a Defect or Deviation, such as but not limited to costs associated with disassemble and reassemble.

Nöjdhs is not to be held liable for any Defects or Deviations that were not present at the time of delivery. For example, Nöjdhs is not to be held liable for Defects or Deviations arising from incorrect use of the Product, Defects or Deviations caused by inadequate maintenance or incorrect assembly by the Customer, or any third party which the Customer has sold a Product to, modifications made without Nöjdhs's written consent or repairs incorrectly carried out by the Customer. Lastly, the liability does not cover normal wear and tear or deterioration. For the avoidance of doubt, no warranty period applies for Defects or Deviations not present at the time of delivery.

### 13. LIABILITY FOR PRODUCTS

Nöjdhs shall not be held liable for any damage to property or pure economic loss resulting from damage attributable to Products and/or Services. The previous sentence applies unless otherwise stated in mandatory legislation.

If a third party makes a claim to such compensation by filing a claim against Nöjdhs, Nöjdhs shall be entitled to by the Customer which sold the Product to the third party, recover what Nöjdhs has paid to the third party, including reasonable legal costs, in accordance with a final court judgment or settlement approved by the Customer.

### 14. INTELLECTUAL PROPERTY

All intellectual property, including intellectual property rights, associated with Products and/or Services, including but not limited to trademarks, designs, copyright and know-how, are the property of Nöjdhs.

The Customer is solely authorized to use Nöjdhs's intellectual property, including trademarks, in line with what is explicitly stated in the Agreement. Any other use of Nöjdhs's trademarks and intellectual property is considered as an infringement of Nöjdhs's intellectual property rights.

The Customer shall not use or apply for registration of a trademark belonging to Nöjdhs or being confusingly similar thereto (including domain names) unless as explicitly permitted under the Agreement.

Nöjdhs takes no responsibility for any liabilities, damages or losses incurred by the Customer due to the Products, Services or the trademarks infringing any third party's intellectual property rights.

Unless otherwise stated in the Agreement, the Customer undertakes not to remove, obscure or alter Nöjdhs's labeling of the Products, their packaging or marketing materials.

### 15. LABELING OF PRODUCTS ETC.

The Products are marked with Nöjdhs's trademark unless otherwise stated in the Agreement.

On Products that require a security label, the security label should be written in the language specified by the Customer in the Agreement.

If the Parties agree that the Products shall be marked with the Customer's trademark or other sign that can be linked to the Customer, the Customer shall be responsible for ensuring that this is done in accordance with applicable law.

### 16. CONFIDENTIALITY

The Customer undertakes not to disclose to third parties any Confidential Information received from Nöjdhs or obtained in the fulfilling of the Agreement for a period of ten (10) years from the entering into of the Agreement.

For the purposes of this Agreement, "**Confidential Information**" means any information, whether technical, commercial or otherwise, whether documented or not, related to the Products, Services or Nöjdhs or its affiliates, except;

a) information which is generally known or comes to the knowledge of the public otherwise than through a breach by the Customer of the Agreement;

b) information which the Customer can show that it possessed before receiving it from Nöjdhs; and,

c) information which the Customer has received or will receive from a third party without being bound by an obligation of confidentiality in relation to that third party, provided that the third party in question does not violate a confidentiality undertaking in relation to Nöjdhs by sharing such information with Customer.

In cases referred to in c) above, the Customer is not entitled to disclose to third parties that the same information has also been received from Nöjdhs under this Agreement.

The Customer undertakes to ensure that persons that Customer shares Confidential Information with when fulfilling its obligations under the Agreement, such as employees, consultants, subcontractors and board members of the Customer do not disclose Confidential Information to third parties.

The Customer undertakes to comply with Nöjdhs's rules on data security and instructions for handling and processing of personal data. Nöjdhs current privacy policy is available at Nöjdhs's website.

The provisions set out in this paragraph apply unless the Parties have signed a separate confidentiality agreement, such as, but not limited to, an NDA, that imposes a longer-term confidentiality commitment or in any other way imposes stricter confidentiality undertakings between the Parties.

## 17. TRANSFER OF CONTRACTUAL RIGHTS

Customer shall not appoint any sub-dealer, agent or other actor for the performance and fulfilling of the Agreement without the prior written consent of Nöjdhs.

Customer may not assign or pledge its rights or transfer its obligations under the Agreement without the prior written consent of Nöjdhs.

## 18. BREACH OF CONTRACT AND TERMINATION

If a Party breaches any obligation set forth in the Agreement, the other Party may refrain from fulfilling its own obligations towards the non-performing Party and claim that the Agreement should be adhered to in line with general principles of contract law.

The Party in breach of the Agreement shall be liable for compensation for direct loss caused by the Party or someone on its side. The Party suffering damage shall use due care to minimize the loss. Compensation for indirect loss shall only be paid if the breaching Party caused the loss intentionally or through gross negligence.

If a Party substantially breaches its obligations under the Agreement, the other Party may terminate the Agreement with immediate effect.

Notwithstanding the above, the Party may not invoke a breach of the Agreement unless it, within three (3) months of discovering or ought to have discovered the breach of the Agreement, gives notice of the breach and thereafter, within a time that is reasonable given the circumstances, states what penalty it intends to invoke (complaint).

Notwithstanding the foregoing, a Party may claim a breach of the Agreement and invoke compensation for such if the Party in breach has acted with gross negligence or intent.

## 19. EFFECTS OF TERMINATION OF THE AGREEMENT

Upon termination of the Agreement (for whatever reason), Customer shall return to Nöjdhs, or at Nöjdhs's request, permanently destroy all Confidential Information stored or in any way accessible for the Customer.

## 20. MISCELLANEOUS

For the purposes of the Agreement, "written" or "written communication" means any message or other communication by letter, e-mail or any other technical means which enables both the sender and the recipient to obtain identical readable and printable copies of the message.

Messages to be sent under the Agreement are sent at the sender's risk, if not otherwise explicitly stated.

Only what has been expressed in writing in the Agreement may be invoked as valid content of the Agreement. However, the foregoing does not prevent oral agreements or statements from being relied upon to interpret the written content of the Agreement. Nor shall the foregoing prevent the Agreement from being filled in by dispositive legal rules if a particular matter is not expressly regulated in the Agreement.

## 21. FORCE MAJEURE

Nöjdhs is not to be held liable for a breach of the Agreement and thereby penalties for failure to fulfill certain obligations under the Agreement, if the failure is due to a circumstance of the kind set forth below (hereinafter "Exculpatory Circumstance"), which Nöjdhs could not reasonably foresee or control, and the circumstance prevents, significantly impedes or delays the performance thereof. Exculpatory Circumstances include, but is not limited to, pandemic or national epidemic, riot, war, act of war, terrorist attack, natural disaster, explosion, lightning, power failure, fire, government action, new or amended legislation, labor dispute, strike (both contractual and non-contractual), blockade or accident of a major scale.

If Nöjdhs invokes relief under the above provision, Nöjdhs shall notify the Customer in writing without delay.

If the Exculpatory Circumstance lasts for more than two (2) months, both Parties shall be entitled to terminate the Agreement with immediate effect.

## 22. CONSENT AND PROCESSING OF PERSONAL DATA

All personal data provided by the Customer to Nöjdhs will be processed in accordance with Nöjdhs's personal data processing policy and otherwise in accordance with applicable law. Nöjdhs's personal data processing policy is available at Nöjdhs's website.

If required by law for the Parties to be able to fulfill their obligations under the Agreement, the Parties shall enter into a separate data processing agreement.

## 23. DISPUTE RESOLUTION AND APPLICABLE LAW

The Agreement shall be governed by and interpreted in accordance with the laws of Sweden.

Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators.

The place of arbitration shall be in Helsingborg, Sweden. The language to be used in the arbitral proceedings shall be English.

The Parties undertake, without limitation in time, unless compelled to do so, that they will not disclose:

- i. the existence or contents of an arbitration award issued in connection with the Agreement;
- ii. information about negotiations, arbitral proceedings or mediation in connection with the Agreement;
- iii. rulings or awards issued by an arbitral tribunal in connection with the Agreement.

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