



Scanreco Group General Terms and Conditions

1. General provisions

These General Terms and Conditions (these "GTCs") apply in respect of Scanreco AB and its affiliates' (the "Scanreco Group") sales of (i) products (meaning the object(s) supplied under a customer order accepted by any entity within Scanreco, including, if applicable, software and documentation such as drawings and technical information), and (ii) any services agreed to be provided under a customer order, by Scanreco to the ordering entity ("Customer").

The relevant affiliate of the Scanreco Group that accepts an order with a Customer is hereinafter referred to as "Scanreco".

Upon acceptance of an order by Scanreco in accordance with these GTCs, Scanreco and the relevant Customer shall be deemed to have entered into an agreement which incorporates the terms of these GTCs. Scanreco shall not be deemed to have waived any terms of the GTC even if Scanreco would fail to object to any provision contained in a Customer form or other Customer reference. Unless explicitly agreed to in writing by a duly authorized signatory of Scanreco, Scanreco rejects any and all Customer terms and conditions, whether contained in a Customer order form or otherwise expressed by Customer.

2. Order acceptance

Customer's order is subject to written acceptance, including per email, by Scanreco by use of the Scanreco Order Confirmation Form (hereinafter "Order Confirmation") specifying:

- (i) Name and address of the parties;
- (ii) Product and component specification by use of Scanreco's ID numbers and reference to the relevant Scanreco product list;
- (iii) Any service agreed to be provided;
- (iv) Price;
- (v) Terms of Payment; and
- (vi) Terms and place of Delivery and mode of transport.

Scanreco's acceptance of any Customer order is expressly made conditional upon Customer's acceptance of the GTC in this document and (if applicable) any additional terms and conditions set forth in the Order Confirmation by Scanreco.

3. Termination of order

Customer may not terminate any order accepted by Scanreco without the prior written consent of Scanreco. If Scanreco accepts such termination, Customer shall compensate Scanreco for all reasonable costs incurred by the termination, such costs to be assessed as soon as possible.

4. Intellectual property and ownership of product

Scanreco shall, not later than the date of delivery, provide information and drawings which are – subject to Scanreco's reasonable opinion – necessary for Customer to install, commission, operate and maintain the product. However, Scanreco shall not be obliged to provide drawings for manufacturing the product, any part thereof or spare parts.

All materials, and any inventions, patents, copyright, works of authorship, trade secrets, ideas, concepts, trade names, trade and service marks, or any technical information relating to the Product or its manufacture, created or controlled by Scanreco, whether registered or not, shall exclusively belong to Scanreco.

Drawings, technical documents or other technical information (whether or not patentable) received by Customer from Scanreco, shall not without the prior written consent of Scanreco be used for any other purpose than that for which it was provided. Such documentation may not otherwise be used or copied, reproduced, transmitted or communicated to a third party.

5. Product changes

Scanreco reserves the right, at its sole discretion, to (i) abort the production or sale of any products or components within its line of products; and (ii) change the design or specifications of products and components.

In the event of such abortion or change, Scanreco is not liable to compensate or reimburse Customer for any costs incurred by Customer, whatever the reason may be.

6. Provision of services

In the event Scanreco would agree to provide any services under an Order Confirmation, such services shall be performed in a professional manner.

The Customer shall provide Scanreco with instructions and access to premises, equipment or otherwise, as reasonably required for Scanreco to be able to carry out the services.

Save for that the services shall be provided in a professional manner, Scanreco expressly disclaims any warranty, whether express or implied, in respect of the services.

7. Prices

Scanreco's general prices for products and components are available in the Scanreco price list, and are exclusive of any applicable value added tax, freight, insurance, customs, duties and similar taxes and expenses. Any transportation, insurance, custom and import duties, charges, taxes and any third party service charges payable in addition to the Scanreco product prices will be billed and charged subject to Scanreco's relevant price list in use from time to time.

Note that Scanreco reserves the right, at its sole discretion, to change the prices on already confirmed orders or add charges with short notice due to factors out of control for Scanreco (e.g. due to supply chain disruptions, tariffs, pandemics, etc.).

8. Payment and credit approval

Payment shall be made in the currency set forth in the Order Confirmation within thirty (30) days from the date of invoice. Failure by Customer to make full payment by the due date shall constitute a default. In such case, and in addition to any other rights available to Scanreco at law or in equity, Scanreco will be entitled to assess interest



charges at a rate of eight (8) percent above the base rate of the Swedish National Bank per calendar month upon any overdue amount.

All orders are subject to credit approval by Scanreco.

9. Terms of delivery

Products are delivered on conditions set forth in the Order Confirmation. The Products shall, unless otherwise agreed in writing, be delivered ex works (EXW) in accordance with Incoterms 2020, meaning that the Customer in all events shall be responsible for shipping and insurance, as well as for all customs and duties charges however designated or based on the price of the Scanreco products. Scanreco retains ownership and title to all products sold until full payment including any additional charges, interest and other costs has been made by Customer and received by Scanreco.

10. Time of delivery

The shipping date set forth in the Order Confirmation is estimated in good faith. If the estimated delivery lead time is not expressly agreed as being binding, the delivery lead time is non-binding, and should always be interpreted as an estimated delivery lead time. Scanreco will use reasonable efforts to notify Customer in advance about any circumstances that may lead to a delay in delivery. While Scanreco shall use reasonable efforts in order to meet the estimated shipping date, Scanreco will not be liable for any delays in the delivery nor liable for any loss or damage resulting from such delay, nor will such a delay be cause for cancellation by Customer of an order accepted by Scanreco.

If delay in delivery (i) is caused by any circumstance attributable to Customer; (ii) if Customer fails to pay Scanreco for any invoiced sum within the agreed payment term; or (iii) if it is reasonably expected that Customer is not going to perform its obligations pursuant to the Order Confirmation or these GTCs, Scanreco reserves the right to extend the time for delivery by a period deemed reasonable considering all circumstances of the case. This condition shall apply regardless of whether the reason for delay occurs before or after the estimated time for delivery.

If Scanreco is not able to deliver the products to Customer due to Customer's unavailability or unwillingness to accept delivery, Scanreco reserves the right to dispatch the products at its discretion or, in case Scanreco would be able to sell the relevant products to another customer, put them into storage at the risk and expense of Customer. In respect of products manufactured exclusively for Customer, Scanreco reserves the right to invoice Customer the full amount for said products in the event Scanreco is not able to deliver to Customer due to Customer's unavailability or unwillingness to accept delivery.

11. Inspection

Customer shall immediately upon receipt of Scanreco products inspect any products delivered and within five (5) business days notify Scanreco in writing if Customer finds that any Scanreco products delivered are defective or not in compliance with the Order Confirmation, identifying the deficiency in reasonable detail. Customer shall hold and store such products pending Scanreco's inspection. If no such notice is received, the delivered products shall be deemed accepted by Customer and a claim under warranty for defects shall be rejected.

12. Warranty

Scanreco warrants to Customer that, for a warranty period of (i) eighteen (18) months from the date of the shipment as regards systems and equipment, and (ii) twelve (12) months from the date of the shipment as regards batteries and spare parts, (a) any Scanreco hardware product will, under use in strict accordance with the product specific manual, handbook, and instructions provided by Scanreco, be free from defects in materials and workmanship, and (b) any Scanreco software product will perform substantially in accordance with the product specification. Scanreco does not represent or warrant that the Scanreco software products will be "bug"- free or that its operation will be uninterrupted or error free, even though Scanreco uses commercially reasonable efforts to improve and enhance the software product as it deems necessary over the products' reasonable lifetime.

In the event of a warranty claim, the Customer is obliged to support Scanreco in the performance of the warranty obligations, such as e.g. technical investigation.

The warranty above does not apply to the extent: (i) the product(s) are altered, modified, changed or repaired other than by Scanreco, (ii) the products have not been used in strict accordance with the product specific manual, handbook, instructions provided by Scanreco, and applicable safety regulations or subject to neglect, (iii) the defect should have been discovered and subject to notification by Customer upon inspection in compliance with Section 11, or (iv) the defect is attributable to Customer's specifications, design, choice of material or other instructions in relation to the product(s). Scanreco is not liable for defects caused by circumstances that arise after the risk has passed to Customer, such as defects due to deterioration or normal wear and tear, or damage caused by negligence, inappropriate handling and accidents.

The product warranty does not apply to used systems, equipment, batteries and spare parts.

The product warranty will expire in the event of resale within the warranty period.

13. Warranty repairs

In order to qualify for warranty repairs, Customer shall notify Scanreco and provide Scanreco with all relevant product information, such as – but not limited to – product serial number, and a sufficiently detailed defect description to ensure accurate replacement of parts or components. All product warranty returns must have a unique identification number, and must be shipped to Scanreco for inspection and approval at the cost of Customer.

If a warranty claim is approved, Scanreco shall use reasonable efforts to remedy the defect. Scanreco's obligation is limited to, at Scanreco's option, either to repair or replace the defective product or to refund the product's purchase price. The warranty of a replaced or repaired part or product expires at (i) the same time as the original warranty of the product or (ii) three (3) months from the replacement or repair, whichever occurs the latest.

14. Right of use

The products shall only be used for their intended purpose and in accordance with the product documentation.



Customer shall not, unless allowed under mandatory applicable law, (i) make alterations, modifications and/or changes to a product, without the prior written approval of Scanreco, (ii) make alterations, modifications and/or changes to the software, without the prior written approval of Scanreco, (iii) copy or reproduce the software (including source code), (iv) decompile, disassemble or reverse engineer software, or (v) permit, request, cause or encourage a third party to take any of the actions specified in (i)-(iv).

No title to, or ownership of, any of the software or rights therein is transferred to Customer, whether to object code, source code, upgrades, enhancements or documentation.

15. Disclaimer of non-express provisions

Except as expressly provided in these GTCs, Scanreco does not make any representations, warranties or conditions, express, statutory, implied, or otherwise, and specifically disclaims all implied representations, warranties, and conditions, including without limitation those of non-infringement, merchantability, and fitness for a particular purpose.

16. Product liability

Scanreco shall, subject to the limitations of liability set out in Section 17 and subject to the other paragraphs of this Section 16, indemnify and hold Customer harmless from and against all direct damages, losses, reasonable costs and expenses (collectively, "**Losses**") incurred by Customer arising out of personal injury or property damage caused by defects in the products.

Customer shall indemnify and hold Scanreco harmless from and against all Losses incurred by Scanreco (including for any third-party claims) to the extent Losses (i) are attributable to Customer's specifications, design, choice of material or other instructions in relation to the products, (ii) arise out of or in connection with incorporation of a product in Customer's end products, (iii) arise out of or in connection with any changes made to the products at the request of Customer or (iv) arise out of or in connection with products that have been altered, modified or installed, operated, used, or maintained in violation with the product specific manual, handbook, and instructions provided by Scanreco, by Customer or any other party than Scanreco, unless expressly authorized by Scanreco in writing.

Scanreco's undertaking to indemnify and hold Customer harmless is conditional upon Customer promptly notifying Scanreco in writing of any notice or claim regarding such injury or damage.

17. Limitation of liability

Scanreco is not liable for defects in the products caused by circumstances that arise after the risk for the product has passed to Customer, e.g. defects due to faulty maintenance, incorrect installation or faulty repair by anyone but Scanreco or due to normal wear and tear or deterioration.

In no event shall Scanreco be liable for indirect, special, incidental, consequential or punitive damages, however caused and under any theory of liability (including tort, warranty, contract or negligence or otherwise) or damages for lost or interrupted business, lost profits or lost revenues

whether or not such loss or damage was foreseeable by either Customer or Scanreco.

Scanreco's maximum aggregate liability for all damages arising out of or related to the sale of products to Customer shall be limited to the lower of (a) the amounts actually paid by Customer to Scanreco for the products, components and services during the twelve-month period immediately preceding the event giving rise to such liability and (b) an amount equivalent to SEK 1, 000,000.

18. Code of Conduct

Customer shall at all times comply with Scanreco's Code of Conduct, available at www.scanreco.com, including any replacement provisions as may be implemented from time to time, which shall be deemed an integral part of the Sales Agreement (as defined below) between Scanreco and Customer.

19. Trade Compliance

For the purpose of these GTCs, the following definitions apply:

(i) "**Global Trade Laws and Regulations**" means customs, import, export, re-export, trade control and economic or financial sanctions laws, regulations and orders, always including such laws, regulations and orders of the UN, US, EU and UK, but also such laws, regulations and orders of any country in which, as applicable, products and services are manufactured, received, used, exported from and imported to.

(ii) "**Listed Person**" means any person or entity, specially designated, blocked or otherwise individually listed or targeted under Global Trade Laws and Regulations.

Customer represents and warrants that:

(i) neither it, nor any of its subsidiaries, or any of their respective directors, officers, employees, or representatives, is a Listed Person, or is owned to fifty (50) percent or more, directly or indirectly, individually or in the aggregate, or is otherwise controlled by one or more, Listed Person(s);

(ii) it has not engaged in, is not engaging in, and will not engage in any business involving a Listed Person, or any entity owned to fifty (50) percent or more, directly or indirectly, individually or in the aggregate, or otherwise controlled by one or more, Listed Person(s);

(iii) it has not engaged in, is not engaging in, and will not engage in any transaction that breaches, circumvents, evades, or avoids, or has the purpose or effect of breaching circumventing, evading, or avoiding, or attempts to violate, any Global Trade Laws and Regulations; and

(iv) no product subject to the Sales Agreement shall be, directly or indirectly, sold, exported, re-exported, transferred, retransferred or otherwise released or disposed to any person or entity, legal or natural, in breach of Global Trade Laws and Regulations.

Customer agrees to, as promptly as possible and in any event within five (5) business days notify Scanreco in writing of actual or suspected breaches of any of the obligations above in this Section 19 and shall to the best abilities, cooperate with Scanreco to facilitate compliance with Global Trade Laws and Regulations.

20. Anti-money laundering and anti-corruption

Customer represents and warrants that:

(i) no investigation, proceeding, or claim has been initiated or is threatened or pending against it in relation to any



applicable anti-bribery laws and anti-money laundering laws;

(ii) it has not at any time been found by a court in any jurisdiction to have breached any applicable anti-bribery laws and anti-money laundering laws; and
(iii) it, its subsidiaries and their respective directors, officers, employees, or representatives has not directly or indirectly, given, offered, paid, promised to give or pay, facilitated, or authorized the giving or payment of, any financial or other advantage, or other property or gift to any person, including to any government affiliate, in contravention of applicable anti-bribery laws.

Customer undertakes to:

(i) conduct business in compliance with any applicable anti-bribery laws and anti-money laundering laws; and
(ii) maintain appropriate policies and procedures, including but not limited to transaction records, to ensure compliance with any applicable anti-bribery laws and anti-money laundering laws.

21. Force majeure

Scanreco is exempt from performance or liability if and to the extent it is prevented from performing its obligations, or such obligations are made unreasonably onerous due to circumstances that are outside Scanreco's reasonable control, such as fire, flood, other natural disasters, pandemics, war, mobilization, terrorist acts, cyber attacks, requisition, confiscation, trade or currency restrictions, labor disputes, accidents, riots or civil commotion, shortage or restrictions in the supply of fuel or power, inability to obtain materials, shortage of labor, government restrictions or other events outside Scanreco's reasonable control, or defects or delays from Scanreco's suppliers caused by the force majeure events above.

If a force majeure event continues for more than six (6) months, Customer may terminate the Sales Agreement by written notice to Scanreco.

22. Confidentiality

All products designs, circuitry, algorithms, communication protocols, firmware, software, technical information and documentation relating to the Scanreco products is the confidential and trade secret property of Scanreco and all rights, title and interest in and to such proprietary information remain the confidential information of Scanreco. Customer shall treat and protect proprietary information as confidential, shall not reproduce, divulge or provide access to the proprietary information in whole or in part to third parties, and shall use the proprietary information only as required for normal product use and support purposes. Customer shall disclose the proprietary information to only those of its employees, agents, consultants and customers who shall have a need to know the information for the purposes described herein, after issuing appropriate instructions to them to satisfy its obligations. Customer shall not reverse engineer or disassemble the Scanreco products in order to replicate the products or components or to otherwise obtain proprietary information which Scanreco has not provided to Customer.

23. Assignment

The Scanreco Sales Agreement (as defined under Section 26) may not be assigned or transferred by Customer, whether in whole or in part, without the prior written consent of Scanreco. Any assignment or attempt to assign or transfer without consent shall be null and void.

24. Severability

If any provision of these GTCs is determined by a court or other competent authority to be invalid, unlawful, or unenforceable, that provision (or the part thereof that is invalid, unlawful, or unenforceable) shall be deemed severed from these GTCs, and the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law. In such circumstances, Scanreco and Customer shall endeavour to amend such provision so that the intention thereof can be carried out to the extent legally possible.

25. Applicable law

The Sales Agreement (including these GTC) and any dispute arising from or in connection with the Sales Agreement shall, unless explicitly expressed below, be governed by the laws of Sweden, without giving regard to its conflict of laws principles.

A Sales Agreement entered into between Customer and an affiliate of the Scanreco Group incorporated in Italy, shall be governed by the laws of Italy, without giving regard to its conflict of laws principles.

A Sales Agreement entered into between Customer and an affiliate of the Scanreco Group incorporated in Germany, shall be governed by the laws of Germany, without giving regard to its conflict of laws principles.

A Sales Agreement entered into between Customer and an affiliate of the Scanreco Group incorporated in the United States, shall be governed by the laws of the state of Delaware, without giving regard to its conflict of laws principles.

26. Arbitration

All disputes arising out of or in connection with the Sales Agreement (including these GTCs) shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

The seat of arbitration shall be Stockholm, Sweden, unless explicitly expressed below.

Any dispute arising out of or connection with a Sales Agreement entered into between Customer and an affiliate of the Scanreco Group incorporated in Italy shall have the seat of arbitration in Bologna, Italy.

Any dispute arising out of or connection with a Sales Agreement entered into between Customer and an affiliate of the Scanreco Group incorporated in Germany shall have the seat of arbitration in Munich, Germany.

Any dispute arising out of or connection with a Sales Agreement entered into between Customer and an affiliate of the Scanreco Group incorporated in the United States shall have the seat of arbitration in Cincinnati, Ohio.

Each party undertakes to ensure that all arbitral proceedings conducted in accordance with this Section 26 shall be kept strictly confidential. This undertaking shall cover, *inter alia*, that arbitral proceedings have been initiated, all information disclosed during the course of such proceedings, as well as any decision or award made or declared by the arbitral tribunal. This section shall not restrict or prevent disclosure by a party of any information if and to the extent



(i) the disclosure is required by law or applicable stock exchange regulations, or (ii) such disclosure has been approved by the other party in advance in writing.

27. Entire Agreement; Amendments

The agreement for the sale of products from Scanreco to Customer (the "**Sales Agreement**") shall consist of:

- (i) the Scanreco Order Confirmation Form;
- (ii) the GTC;
- (iii) the Scanreco Price List; and
- (iv) the Scanreco Product Specification in use on the date of the Scanreco Order Confirmation.

The order of precedence between these documents shall be as set forth in the list above in this Section 27.

The listing set forth in this Section 27 is the complete, final and exclusive statement of the terms and conditions of the Sales Agreement between the parties and supersedes any and all other prior and contemporaneous negotiations, whether oral or written, between Scanreco and Customer relating to the subject matter hereof as well as any underlying legislation or legal principles, to the maximum extent permitted under applicable law. Any amendment to the Sales Agreement must be in writing in order to be effective, signed by authorized representatives of each party and shall expressly refer to the relevant Sales Agreement.

These GTC are valid as of January 1, 2026