

**GENERAL**

1. These General Terms and Conditions shall apply on all sales of products and services (the "**Products**") made by TdB Consultancy AB, Swedish company registration number 556430-3922, ("**TdB Consultancy**") and the buyer of the Products (the "**Purchaser**").
2. Changes, additions and/or extensions of these General Terms and Conditions, and/or stipulations varying from these General Terms and Conditions, will only be binding on the TdB Consultancy if they have been agreed on between the parties explicitly and in writing.
3. The applicability of any general or specific terms and conditions or stipulations of the Purchaser is explicitly rejected by TdB Consultancy, unless explicitly agreed otherwise in writing in advance.
4. The Purchaser agrees that these General Terms and Conditions will apply also subsequent to offers submitted by TdB Consultancy, to subsequent contracts concluded and to be concluded by the TdB Consultancy with the Purchaser and to all other subsequent legal relationships between the TdB Consultancy and the Purchaser.
5. If, in the opinion of a competent court or arbitral body, any provision of these General Terms and Conditions does not apply or is in violation of public order or mandatory law, only the provision in question will be disregarded and these General Terms and Conditions will remain in full force in all other respects. A provision that most approaches the parties' intentions will replace any invalid provision.
6. TdB Consultancy is authorised to amend these General Terms and Conditions. Such amendments will take effect at the time communicated by TdB Consultancy.

**CONCLUSION OF CONTRACTS**

7. A contract between the parties is concluded by TdB Consultancy's written confirmation of the Purchaser's order. For clarity, such a written confirmation may be issued via e-mail or by other electronic means. All orders are accepted by TdB Consultancy subject to these General Terms and Conditions and these General Terms and Conditions shall therefore form part of all contracts relating to the purchase of Products from TdB Consultancy.

**PRODUCT INFORMATION**

8. All information and data contained in general product documentation and price lists, whether in electronic or any other form, are binding only to the extent they are expressly included in the contract by reference.

**PRICE AND PAYMENT**

9. Orders accepted by TdB Consultancy will be invoiced at the price confirmed in writing by TdB Consultancy to the Purchaser.  
  
If the price has not been fixed in the contract, the Purchaser shall pay the amount stated in TdB Consultancy's general pricelist. TdB Consultancy has the right to revise and change its general pricelist at any time.
10. The price does not include value-added tax (VAT). Any shipping expenses, customs, duties and charges levied on the sale of the Products shall be borne by the Purchaser.
11. If (i) a definite price has been agreed to and (ii) an export- or import charge, tax or other similar surcharge is imposed or changed for the Products after the conclusion of the contract, then TdB Consultancy reserves the right to change the price accordingly to cover such charge.
12. The Purchaser shall make full payment of any amounts invoiced to the Purchaser for Products (including freight, taxes or other relevant costs) within thirty (30) days following the date of invoice. An interest rate of two percent (2%) per month shall apply to any amount not paid on or before such payment date. TdB Consultancy may further charge an administration fee of SEK two hundred fifty (250) for each non-payment reminder sent to the Purchaser.
13. The Purchaser shall not be entitled to withhold or set-off payment for Products delivered for any reason whatsoever.
14. If there are reasonable grounds for assuming that the Purchaser will not fulfill its obligations to make payment, then TdB Consultancy has the right to demand that acceptable security shall be lodged (irrevocable letter of credit or a bank guarantee or other reasonable security).
15. Without in any way prejudicing any of its right under the contract, TdB Consultancy may withhold further deliveries of Products or other agreed performance until the Purchaser has remedied its default in full.

**CUSTOMISED PRODUCTS**

16. In the event that the Purchaser has ordered a Product which is to be customised by TdB Consultancy in accordance with a specification provided by the Purchaser, TdB Consultancy may demand that fifty (50) percent of the total price is paid in advance before any work is commenced by TdB Consultancy. Such advance payment is not refundable to Purchaser.

**TERMS OF DELIVERY**

17. The terms of delivery shall be EX Works (INCOTERMS 2010) Uppsala, Sweden or such other facility that TdB Consultancy may direct.
18. If TdB Consultancy assists the Purchaser in arranging and/or prepaying freight and insurances, such costs may be invoiced by TdB Consultancy to the Purchaser.

**TIME OF DELIVERY AND DELAY**

19. TdB Consultancy shall use reasonable endeavours to deliver the Products in accordance with the delivery dates as set out in its order confirmation. Partial deliveries shall be permitted unless otherwise agreed. However, late deliveries or non-delivery are no base for any claim against TdB Consultancy, and the Purchaser hereby waives all rights to make claims for liability based thereon.

**DELIVERY CONTROL**

20. The Purchaser shall inspect all Products promptly upon receipt thereof in order to discover deficient Products. To reject a delivered Product, the Purchaser shall notify TdB Consultancy in writing of its rejection within seven (7) days after receipt. Any Product not properly rejected shall be deemed accepted, meaning that TdB Consultancy can no longer be held liable for faults and defects which may reasonably have been discovered through a proper inspection of the Product.

**PRODUCT WARRANTY**

21. TdB Consultancy warrants that the Products sold to the Purchaser, when delivered, conform to the Certificate of Analysis (CoA) accompanying the Products and otherwise are free from any deficiencies in material or workmanship, for period of two (2) years from manufacturing date. TdB Consultancy agrees, at its own option, to remedy or replace, free of charge, any deficient Product or refund the purchase price, during the said warranty period. Defective Products, which are replaced according to this clause 24, shall be placed at the TdB Consultancy's disposal and shall become TdB Consultancy's property. The obligation to replace or refund a defective Product described in this clause 21 shall be TdB Consultancy's sole liability towards the Purchaser, the Purchaser's exclusive remedy and are in substitution for all other rights by operation of law or otherwise.
22. The above warranty is contingent upon the following preconditions:
  - a) That the defect in question existed at the time the Products were delivered by TdB Consultancy;
  - b) Any alteration of, or other tampering with, the Products performed by any person or entity other than TdB Consultancy without TdB Consultancy's prior written approval, shall immediately void and cancel all warranties with respect to the affected Products;
  - c) TdB Consultancy is only liable for defects that appear under the intended and proper use of the Products and in accordance with any and all instructions and specifications issued by TdB Consultancy, including, but not limited to, any safety data sheets accompanying the Products;
  - d) TdB Consultancy is not liable for any damages caused by the Products to any immovable or movable property of the Purchaser or any third party, or for the consequences of such damage. The Purchaser shall indemnify and hold TdB Consultancy harmless to the extent that TdB Consultancy incurs liability towards any third party in respect of damage or loss for which the Seller is not liable according to this clause 22 d);
  - e) TdB Consultancy is not liable for defects arising out of design or materials provided or specified by the Purchaser; and
  - f) TdB Consultancy is not liable for any change in product performance due to mishandling or incorporation of the Product into the Purchaser's products.
23. The Purchaser shall without undue delay notify TdB Consultancy in writing of any defect which appears, and no later than ten (10) days after appearance. Such notice shall under no circumstance be given later than two (2) weeks after the expiry of the period given in the above clause 21. The notice shall contain a description of the defect. If the Purchaser fails to notify TdB Consultancy in writing of a defect within the above stated time limits the Purchaser loses its rights to have the defect remedied.
24. If TdB Consultancy determines that the Products for which the Purchaser has requested warranty are not covered by the warranty hereunder, the Purchaser shall pay or reimburse TdB Consultancy for all costs of investigating and responding to such request.
25. The clauses 21–24 above are the sole and exclusive warranty given by TdB Consultancy to the Purchaser with respect to the Products. There are no other warranties, express or implied arising by operation of law or otherwise, including, but not limited to, any implied warranties for freedom from infringement, merchantability or fitness for a particular purpose, and the Purchaser hereby waives all rights to make claims for liability based thereon.

**INTELLECTUAL PROPERTY**

26. All TdB Consultancy's intellectual property rights (whether registered or not) in or relating to the Products are and shall remain the property of TdB Consultancy, and all right, title, interest and/or goodwill in TdB Consultancy's name, logotypes and other distinctive marks (if any) arising from the use thereof by the Purchaser shall inure solely to the benefit of TdB Consultancy. Nothing in these General Terms and Conditions shall be construed as a grant, assignment or transfer by TdB Consultancy of any intellectual property rights with respect to the Products or any of the intellectual property rights therein or relating thereto. The Purchaser expressly undertakes not to reverse-engineer, disassemble, recreate or generate any of the Products or part thereof.
27. The Purchaser shall not use or register (or assist anyone to use or register) any trade mark, product name or trade name (including domain names) which is identical or confusingly similar to TdB Consultancy's trademarks, product names or trade names (including domain names) without TdB Consultancy's prior written consent.

**LIMITATION OF LIABILITY**

28. The aggregate liability of TdB Consultancy, howsoever arising, shall be limited to fifty (50) percent of the purchase price under the contract for the Products giving rise to such liability. For clarity, TdB Consultancy shall not be obliged to reimburse the Purchaser or take measures, should the cost therefore exceed fifty (50) percent of the above amount.
29. TdB Consultancy shall under no circumstances be liable for any indirect or consequential damage such as the cost of procurement of substitute goods by the Purchaser and/or its customers, loss of data, lost profits, business interruption, lost opportunities, lost revenues or other similar losses, whether foreseeable or not, incurred by the Purchaser and/or its customers.

**FORCE MAJEURE**

30. TdB Consultancy shall not be liable for any delay or failure in carrying out its obligations which is caused wholly or partly by circumstances such as delay in transportation, fire, labour disputes, delay in customs procedure, accidents, government actions, or other similar events, or defects or delays in deliveries by sub-suppliers.

**GOVERNING LAW AND DISPUTE RESOLUTION**

31. Contracts covered by these General Terms and Conditions shall be governed by and construed under the laws of Sweden, without regard to conflict of laws principles. The United Nations Convention on contracts for the International Sale of Goods (CISG) shall not apply to any of the orders placed under these General Terms and Conditions.
32. Any dispute, controversy or claim arising out of or in connection with contracts covered by these General Terms and Conditions, or regarding any legal relations arising out of or in connection therewith, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce. The tribunal shall be composed of one (1) sole arbitrator.
33. The arbitration proceedings shall take place in Uppsala, Sweden, and be conducted in Swedish, unless the Purchaser is a non-Swedish entity, in which case the arbitration proceedings shall be conducted in English.
34. Notwithstanding the above, TdB Consultancy reserves the right to, free of its own choice, initiate court proceedings in a competent court in the country of which the Purchaser has its place of business.