

APPENDIX 7.1 - GENERAL TERMS AND CONDITIONS

1 APPLICABILITY

These general conditions are applicable when purchasing products from Care of Sweden AB, 556524-0578, (**Care of Sweden**). The general conditions shall apply if the buyer and Care of Sweden have not agreed otherwise in writing.

2 ORDER, CONFIRMATION OF ORDER AND AGREEMENT

A purchase agreement regarding the purchase of products from Care of Sweden has not been entered into between Care of Sweden and the buyer until Care of Sweden, in writing, has confirmed the buyer's order. The buyer's order is binding for three weeks pending the confirmation from Care of Sweden. When ordering of products from Care of Sweden, the buyer accepts what is stated in these general conditions. If the order confirmation from Care of Sweden deviates from the buyers order and if the buyer does not accept the deviation or if the buyer has other objections against the order confirmation from Care of Sweden's, the buyer shall, promptly and at the latest within a week from the receipt of the order confirmation, notify Care of Sweden of this. If such notice is not given, the buyer has accepted what is stated in the order confirmation from Care of Sweden. The order confirmation from Care of Sweden is together with these general conditions considered to be the purchase agreement between the Parties (the **Agreement**).

If Care of Sweden and the buyer have agreed upon any deviation from what is stated in the Agreement, the deviation shall be documented in writing and signed by Care of Sweden

3 PAYMENT AND PRICE

Unless otherwise expressly agreed upon in writing between the buyer and Care of Sweden, the buyer shall pay for the products within thirty days from the invoice date stated on the invoice. In the event the buyer fails to make payment in full on the due date, Care of Sweden is entitled to claim interest on the sum overdue until payment is made at the rate of 1,5 % per month.

If the buyer fails to make payment in full, Care of Sweden is also entitled to, after notifying the buyer in writing, suspend its fulfilment under the Agreement until payment is made in full. In addition Care of Sweden is entitled to charge the buyer for not yet delivered products and remaining material that has been purchased for the buyer's order.

The price for the products are stated in Care of Sweden's, for the time applicable, price list or in the event a price adjustment has been made, from Care of Sweden's order confirmation. In case of any deviation between the price list and the order confirmation, what is stated in the order confirmation shall prevail.

The price stated in the price list and/or the order confirmation does not include any value-added tax or similar tax.

4 SECURITY

If there is reasonable grounds to assume that the buyer will not fulfil its payment obligations, Care of Sweden is entitled to demand that satisfactory collateral is provided by the buyer. If satisfactory collateral is not provided, promptly, by the buyer, Care of Sweden is entitled to terminate the Agreement regarding any products that have not yet been delivered.

Care of Sweden will own the products until Care of Sweden has received payment in full for the products.

5 TERMS OF DELIVERY

Unless otherwise expressly agreed upon in writing between Care of Sweden and the buyer, the delivery shall be "Ex Works", Incoterms 2010.

6 TIME OF DELIVERY

If no fixed time of delivery has been agreed upon in writing between Care of Sweden and the buyer, delivery is normally made (business days refers to any day on which banks are open for general banking business, other than internet banking, in Stockholm):

- (i) within five (5) business days from the order confirmation from Care of Sweden when delivery is made in Sweden, or
- (ii) within ten (10) business days from the order confirmation from Care of Sweden when delivery is made outside of Sweden.

7 LATE DELIVERY

In the event Care of Sweden is not capable of delivering ordered products in time, or in the event it is probable that Care of Sweden will not be able to deliver in time, Care of Sweden shall, without delay, inform the buyer of this and the reason for the delay. In addition, Care of Sweden shall, if

possible, inform the buyer about when Care of Sweden expects delivery to be made instead.

In the event of late delivery, due to any circumstance on behalf of Care of Sweden, Care of Sweden shall, for each full week of delay, pay the buyer a penalty of 0,5 % of the agreed upon price apparent from the order confirmation. If delivery is delayed for a part of the order, the penalty shall be based on the price accrued on the part of delivery that is delayed. Penalty shall only be paid out for a maximum of seven (7) weeks (the **Penalty Period**). If delivery has not been made during the Penalty Period, Care of Sweden shall have the right to either terminate the Agreement or request a reasonable prolonged period for delivery. During such a pro-longed period for delivery and until the products have been delivered, the buyer is entitled to, for each full week of delay, receive a penalty of 0,5 % of the agreed upon price alternatively the price accrued on the part of delivery that is delayed. If Care of Sweden is not able to deliver the products during such pro-longed period for delivery, either party shall have the right to terminate the Agreement.

A pre-requisite for the buyer's right to receive the above-mentioned penalty, is that the buyer promptly and at the latest within ten (10) days from the delayed delivery respectively the termination of the Agreement in writing presents the basis for the penalty to Care of Sweden.

The above-mentioned is intended to fully compensate the buyer. The buyer is, therefore, not entitled to receive any additional form of compensation.

What is stated above together with what is stated in the section regarding force majeure does solely and exclusively govern Care of Sweden's liability in the event of delayed deliveries.

8 CARE OF SWEDENS LIABILITY FOR DEFECTIVE PRODUCTS

Care of Sweden is obligated to, through exchange or repairs, to rectify any defects in the products caused by deficiencies in the construction, material or the manufacturing of the product.

Care of Sweden's liability does not include defects caused by material that has been provided or stipulated by the buyer or a construction that has been specified by the buyer.

Care of Sweden's liability for defects in the products does not include defects caused by circumstances which have arisen after the risk for the product has been transferred to the buyer. For example, Care of Sweden's liability does not include

defects caused by improper use of the product. Care of Sweden's liability does not either include defects in the products due to inadequate maintenance by the buyer, incorrect assembly of the product by the buyer, modifications of the product performed by the buyer without Care of Sweden's written consent or incorrectly performed repairs of the product performed by the buyer. Care of Sweden's liability does not include normal wear and tear or deterioration.

Care of Sweden's liability does only include defects that have become apparent during the warranty period for each respective product.

Care of Sweden is liable for defects in exchanged or repaired parts for a period of six (6) months from when the part has been exchanged or repaired. The liability for such exchanged or repaired parts does include defects caused by inadequate maintenance or normal wear and tear or deterioration.

What is stated above together with what is stated in the sections about product liability and force majeure does solely and exclusively govern Care of Sweden's liability in the event of defective products.

9 COMPLAINTS

The buyer shall put Care of Sweden on notice in writing regarding defective products together with a description of the defect. If the buyer has noticed or should have noticed a defect at the reception of the product, the buyer shall put Care of Sweden on notice immediately. Otherwise, the buyer shall put Care of Sweden on notice within a reasonable time after the defect has become apparent. In no instance, is the buyer entitled to put Care of Sweden on notice later than two weeks after the warranty period for each product has expired. If the buyer has not put Care of Sweden on notice within the period prescribed above, the buyer shall have forfeited the right to invoke the defect.

If there is reason to assume that the defect may cause injury, the buyer shall put Care of Sweden on notice immediately if the buyer has noticed or should have noticed the defect. If the buyer has not put Care of Sweden on notice within the period prescribed above, the buyer shall have forfeited the right to claim damages caused by the defect, which could have been avoided if Care of Sweden had been put on notice.

Immediately and before the product is used, the buyer shall put Care of Sweden on notice regarding any visible defects and/or deficiencies, such as, but not limited to, injuries or colour variations. If the buyer has not put Care of Sweden on

notice within this period, the buyer shall have forfeited the right to invoke the defect.

When Care of Sweden has been put on notice in accordance with what is prescribed above, Care of Sweden shall rectify the defect or deficiency with the urgency called for due to the circumstances in each case. Care of Sweden is responsible for the costs that occur due to the rectification. The rectification shall take place where the product is located, unless Care of Sweden, in consideration of both parties' interests, deems it appropriate that the product is sent to a place designated by Care of Sweden for the rectification.

Each transport in connection with the rectification of a defective product shall be done at Care of Sweden's risk and expense. The buyer is obligated to follow Care of Sweden's instructions regarding how the product shall be transported.

Defective products or parts that have been exchanged in connection with a rectification shall be made available to Care of Sweden for inspection. If the buyer has put Care of Sweden on notice in accordance with what is prescribed above and there are no defect in the product that Care of Sweden is liable for, Care of Sweden is entitled to compensation from the buyer for the work and costs that Care of Sweden has had due to the complaint.

If Care of Sweden does not fulfil its obligation as it is prescribed above within reasonable time, the buyer is entitled to demand a final date when Care of Sweden's obligations shall be fulfilled. If Care of Sweden, by this time, has not fulfilled its obligations, the buyer is, at its own choice, entitled to either:

- (i) at Care of Sweden's risk and expense, itself or by assigning another, perform necessary actions to rectify the defective product provided that the buyer proceeds with caution, or
- (ii) demand a reduction of the price with a maximum of fifteen (15) % of the agreed upon price.

If the defect is of substantial importance, the buyer is instead entitled to terminate the Agreement through a written notice thereof to Care of Sweden. In the event of termination, the buyer is entitled to compensation for the damage that he has been caused. The compensation in such instance shall not exceed fifteen (15) % of the agreed upon price.

10 PRODUCT LIABILITY

Care of Sweden is only liable for injury to persons or property if Care of Sweden is guilty of gross negligence. If Care of

Sweden is obligated to compensate a third party for injuries that the buyer is liable for, the buyer shall indemnify Care of Sweden.

The buyer is obligated to take out and maintain sufficient product liability insurance for the products that the buyer purchases from Care of Sweden.

The buyer shall immediately notify Care of Sweden of all injuries that have been caused by Care of Sweden's products.

11 FORCE MAJEURE

Each Party is exempt from sanctions for failure to fulfil a particular obligation pursuant to this Agreement if said failure arises from circumstances of the type specified below ("mitigating circumstances") and the circumstances prevent, substantially impede or delay fulfilment of said obligation. Among mitigating circumstances are circumstances beyond a parts control, such as, but not limited to, labour disputes, natural disasters, major flooding, fires, war, acts of war, requisition, confiscation, currency restrictions, insurrection and civil commotion, shortage of transport, general shortage of goods, restrictions in terms of power and defects or delays in deliveries by subcontractors caused by such mitigating circumstances. A circumstance that had occurred prior to this Agreement is only considered as a mitigating circumstance if its effect on the fulfilment of this Agreement could not be foreseen.

A Party that wishes to demand exemption pursuant to the above provisions shall notify the other Party without delay of the occurrence of such mitigating circumstance as well as the cessation of such mitigating circumstance.

Regardless of that which is stated above in the Agreement, if performance under the Agreement is delayed by more than six (6) months due to a mitigating circumstance, a party is entitled to by a written notice to the other party terminate the Agreement.

12 APPLICABLE LAW AND DISPUTE RESOLUTION

The Agreement and these general conditions shall be subject to and interpreted in accordance with Swedish law and the Swedish language without regards to Swedish and international conflict laws.

Any dispute, controversy or claim arising out of or in connection with the Agreement and/or these general conditions, or the breach, termination or invalidity thereof, shall

be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (**SCC**).

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.

Arbitration proceedings shall be conducted in Gothenburg.

Arbitration proceedings that are demanded in reference to this arbitration clause shall be subject to confidentiality.

Confidentiality shall apply to all information that emerges during the proceedings, as well as decisions and settlements announced in connection with the proceedings. Information covered by confidentiality rules shall not be forwarded to a third party in any way, shape or form without the written consent of all Parties. However, neither Party shall be prevented from forwarding said information in order to best defend its rights vis-à-vis the other Party in connection with the dispute or to meet its obligations in accordance with statutes, ordinances, official decisions, stock exchange contracts or the like.