

# STANDARD TERMS AND CONDITIONS OF SUPPLY OF GOODS AND/OR SERVICES

## 1 INTERPRETATION

In these Conditions, the following terms have the meanings set out below:

**Affiliate** means any entity that directly or indirectly controls, is controlled by, or is under common control with either party, and that entity's respective directors, officers and employees.

**Business Day** means a day Monday to Friday (9:00–17:00 GMT) excluding bank holidays in England.

**Conditions** means these standard terms and conditions for the supply of Goods and/or Services.

**Confidential Information** means any information provided by either party that is marked confidential or which a reasonable person would understand to be confidential.

**Contract** means the contract between Swegon and the Customer formed upon Swegon's issue of the Swegon Order Acknowledgement.

**Control** has the meaning set out in section 1124 of the Corporation Tax Act 2010.

**Customer** means the person, firm or company purchasing the Goods or Services from Swegon, as identified in the Swegon Order Acknowledgement.

**Customer Order** means any order placed by the Customer for the supply of Goods and/or Services.

**Customer Premises** means the location set out in the Swegon Order Acknowledgement where Goods are delivered or Services performed.

**Goods** means the goods or Spare Parts to be supplied by Swegon under the Contract.

**Insolvency Event** means the occurrence of any event indicating that a party is unable to pay its debts or is subject to any formal insolvency, administration, receivership, liquidation or equivalent process under applicable law.

**Intellectual Property Rights** means patents, designs, copyright, trademarks, know-how, technical information, and related rights.

**Services** means the services to be supplied by Swegon as set out in the Swegon Order Acknowledgement.

**Site** means the place of delivery or performance identified in the Swegon Order Acknowledgement.

**Spare Parts** means new and unused parts supplied and designated as such by Swegon.

**Specification** means the specification for the Services provided by the Customer.

**Swegon** means any Swegon Group Company, excluding Dalair Limited.

**Swegon Equipment Manual** means the operating manual provided with the Goods.

**Swegon Group Company** means any subsidiary or holding company of Swegon and its subsidiaries.

**Swegon Order Acknowledgement** means the document issued by Swegon confirming the Goods and/or Services to be supplied.

## 2 APPLICATION OF CONDITIONS

2.1 Each Customer Order constitutes an offer to purchase the Goods and/or Services subject to these Conditions.

2.2 A Contract is formed only when Swegon issues a Swegon Order Acknowledgement, at which point a separate Contract arises for the Goods and/or Services described in that acknowledgement.

2.3 No other act, communication or performance by Swegon shall constitute acceptance of a Customer Order.

2.4 These Conditions apply exclusively to each Contract and prevail over any terms issued or referenced by the Customer, regardless of when such terms are presented.

2.5 Any Customer terms that are inconsistent with, additional to, or purport to override these Conditions do not apply, whether or not Swegon objects to them again and whether or not Swegon delivers Goods or performs Services under the Contract.

2.6 Swegon's acknowledgement of a Customer Order, delivery of Goods, performance of Services, or any other conduct shall not be taken as acceptance of any Customer terms.

2.7 No variation to these Conditions or to any Swegon Order Acknowledgement is valid unless expressly agreed in writing by a duly authorised representative of Swegon.

2.8 Each Swegon Order Acknowledgement gives rise to a separate Contract and a separate payment obligation in accordance with Clause 7.

## 3 DESCRIPTION

3.1 The description of the Goods and/or Services is as set out in the Swegon Order Acknowledgement.

3.2 Any technical data, descriptions or illustrations provided in brochures, offers, advertising materials or on Swegon's website are for general guidance only and do not form part of the Contract. Swegon may update such materials from time to time without notice.

3.3 Swegon supplies Goods on a supply-only basis and does not provide system design services. Swegon shall have no responsibility for the design, selection, specification, integration or suitability of the Goods for the Customer's or end-user's system. Swegon relies entirely on the Customer's design information and shall have no liability arising from errors or omissions in such information.

## 4 DELIVERY

4.1 Delivery shall take place at the Site specified in the Swegon Order Acknowledgement. Delivery is deemed completed when the Goods are made available at the vehicle side at the delivery location ("kerbside delivery"). Swegon is not responsible for offloading or for any site access, storage, protection, security or movement of the Goods after kerbside delivery.

4.2 Any dates given for delivery or performance are estimates only and time is not of the essence. Swegon shall not be liable for any delay in delivery or performance.

4.3 If the Customer requests changes to delivery dates or to the Services, Swegon will use reasonable endeavours to accommodate the request but is not obliged to do so. Any approved change may result in additional cost to the Customer.

4.4 Swegon may make changes to the Goods and/or Services where necessary to comply with applicable laws or safety requirements and will notify the Customer where reasonably practicable.

4.5 Swegon may deliver the Goods or perform the Services in instalments, each instalment forming a separate Contract. A delay or failure in delivering any instalment does not entitle the Customer to cancel any other instalment or withhold payment.

4.6 Swegon may use subcontractors to perform any of its obligations under the Contract.

## 5 TITLE, RISK AND INSURANCE – GOODS

5.1 Risk in the Goods passes to the Customer upon delivery in accordance with Clause 4. For the avoidance of doubt, risk transfers at the point the Goods are made available at the vehicle side at the delivery location in accordance with Clause 4.1. Any damage occurring after that point is at the Customer's sole risk.

5.2 Title to the Goods shall not pass to the Customer until Swegon has received payment in full (in cleared funds) of all sums due under the Contract.

5.3 Until title passes, the Customer shall:

- (a) hold the Goods as bailee for Swegon;
- (b) store the Goods separately and keep them clearly identifiable as Swegon's property;
- (c) maintain the Goods in good condition and adequately insure them for their full replacement value;
- (d) not charge, dispose of or encumber the Goods in any way; and
- (e) notify Swegon immediately if it becomes subject to, or is likely to become subject to, an Insolvency Event.

5.4 The Customer shall hold any insurance proceeds relating to the Goods on trust for Swegon and shall not mix those proceeds with any other funds.

5.5 Prior to title passing, Swegon (and its agents or subcontractors) may at any time enter any premises where the Goods are stored to inspect or recover the Goods.

## 6 PRICE

6.1 The price for the Goods and/or Services is as set out in the Swegon Order Acknowledgement, unless otherwise agreed in writing.

6.2 Before delivery or performance, Swegon may adjust the Price to reflect any increase in its costs arising from factors outside its reasonable control, including changes in legislation, taxes or duties, increases in labour or materials costs, or delays or changes caused by the Customer (including variations to the Goods, Services or delivery dates).

6.3 Following a Price adjustment under Clause 6.2, the Customer shall promptly notify Swegon whether it accepts the revised Price. Until Swegon receives such confirmation, Swegon may suspend delivery or performance.

6.4 If the Customer does not accept the revised Price, it may terminate the Contract on 14 Business Days' written notice, in which case the Customer shall pay Swegon the reasonable costs and expenses incurred for all work performed or committed to in anticipation of delivery or performance.

## 7 PAYMENT

7.1 Unless otherwise stated in the Swegon Order Acknowledgement, Swegon shall issue the invoice in accordance with the agreed Incoterms applicable to the Customer's order.

7.2 Payment is due 30 days from the date of the invoice. Time for payment is of the essence.

7.3 The Customer shall pay all amounts in full and without deduction, whether by set-off, counterclaim or otherwise.

7.4 If payment is made in a currency other than the currency denominated on the invoice, the Customer shall bear all related banking charges and currency conversion losses.

7.5 Any invoice query must be raised within 7 days of the invoice date. The Customer shall pay any undisputed portion in accordance with Clause 7.2.

7.6 If an invoice dispute is not resolved within a reasonable period, Swegon may suspend delivery or performance until payment is received or the dispute resolved.

7.7 Interest shall accrue on all overdue amounts, from the due date until payment (before and after judgment), at 2% per annum above the Bank of England base rate.

7.8 If the Customer fails to make any payment when due, Swegon may, without prejudice to any other rights:

- (a) suspend delivery of the Goods or performance of the Services;
- (b) reduce or withdraw any agreed credit terms, requiring future orders to be paid in advance; and/or
- (c) recover all reasonable debt recovery costs, including agency or legal fees.

7.9 Credit Insurance

(a) Any credit offered by Swegon is conditional upon Swegon obtaining and maintaining, in its sole discretion, satisfactory credit-insurance cover for the Customer or its nominated purchasing entity

(b) If such cover is refused, reduced, withdrawn or otherwise unavailable due to the Customer's financial position or creditworthiness, Swegon may require full or partial payment in advance, or security acceptable to Swegon, as a condition of supply.

(c) The unavailability of credit insurance shall not constitute a breach by Swegon and shall not entitle the Customer to delay payment, cancel the Contract or make any claim.

(d) The Customer shall provide all information reasonably required by Swegon or its insurers to assess credit risk.

7.10 Swegon may set off any sums owed to the Customer against sums due from the Customer to Swegon.

## 8 CUSTOMER OBLIGATIONS

8.1 The Customer shall provide Swegon with the access, information, facilities, licences and co-operation reasonably required for delivery of the Goods and/or performance of the Services, and shall ensure that all such information is complete and accurate.

8.2 The Customer shall comply with all applicable laws, site rules and health and safety requirements, including providing accurate details of any hazardous or dangerous substances or conditions at the Customer Premises.

8.3 The Customer shall keep any materials, equipment, documents or other property belonging to Swegon ("Swegon Materials") in safe custody, in good condition and at the Customer's risk, and shall not use or dispose of them except in accordance with Swegon's instructions.

8.4 The Customer shall indemnify Swegon for all losses, liabilities, costs or expenses arising from the Customer's breach of this Clause 8. Swegon may suspend performance of the Contract until any such breach is remedied.

## 9 SWEGON WARRANTY

- 9.1 In addition to this Clause 9, the Goods are subject to Swegon's Product Warranty Terms published at [www.swegon.com/warranty-terms](http://www.swegon.com/warranty-terms), which form part of the Contract.
- 9.2 The Product Warranty Terms set out the detailed warranty provisions, including the warranty period and commencement, commissioning, storage, installation and maintenance requirements, Customer obligations, exclusions, claims procedure and documentation (including return of parts), site attendance and purchase order requirements, and availability of extended warranty options.
- 9.3 In the event of any conflict between this Clause 9 and the Product Warranty Terms, the Product Warranty Terms shall prevail in relation to warranty scope, preconditions, exclusions, claims process and remedies.
- 9.3.1 The Product Warranty Terms do not amend or displace the provisions of the Contract relating to price, payment, title and risk, confidentiality, termination, limitation of liability or any other commercial terms, which remain governed exclusively by these Conditions.
- 9.3.2 Where an extended warranty period is expressly stated on the Swegon Order Acknowledgement, that period replaces the standard warranty period stated in the Product Warranty Terms.
- 9.4 Swegon warrants that the Services will be performed in accordance with any specification issued by Swegon to the Customer in respect of the Services forming part of the Contract.
- 9.5 Swegon warrants that the Goods shall conform in all material respects with their description and any specification issued by Swegon to the Customer. The Customer must notify Swegon of any defect in writing within 10 Business Days of the defect occurring and permit Swegon to conduct a full examination of the Goods. The detailed warranty claims process is set out in the Product Warranty Terms.
- 9.6 Subject to the Customer's compliance with this Clause 9 and the Product Warranty Terms, the sole and exclusive remedy for any breach of warranty shall be, at Swegon's option, the repair or replacement of defective components.
- 9.7 Swegon shall have no liability for any defect to the extent arising from: (a) the Customer's failure to follow the Swegon Equipment Manual or other instructions; (b) misuse, neglect, alteration, mishandling or unauthorised repair; (c) designs, specifications or information provided by the Customer; or (d) changes made by Swegon to ensure compliance with statutory or regulatory requirements. Additional exclusions and process requirements apply as set out in the Product Warranty Terms.
- 9.8 These Conditions apply to any repaired or replacement Goods supplied by Swegon pursuant to this Clause 9.

## 10 LIMITATION OF LIABILITY

- 10.1 Swegon shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any:
- (a) loss of profit;
  - (b) loss of use;
  - (c) loss of goodwill or reputation;
  - (d) loss of revenue or business;
  - (e) loss of anticipated savings or contracts;
  - (f) loss of opportunity; or
  - (g) any indirect or consequential loss or damage.
- 10.2 Subject to Clauses 9 (Swegon Warranty) and 10.3, Swegon's total aggregate liability to the Customer arising out of or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed an amount equal to the Price paid by the Customer under the Contract.
- 10.3 Nothing in these Conditions excludes or limits either party's liability for:
- (a) death or personal injury caused by its negligence;
  - (b) fraud or fraudulent misrepresentation; or
  - (c) any other liability which cannot be excluded or limited by law.
- 10.4 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 10.5 Clause 10 shall survive termination of the Contract (howsoever occurred).

## 11 TERMINATION

- 11.1 Swegon may terminate the Contract in whole or in part, with immediate effect upon written notice to the Customer, if:
- 11.1.1 the Customer fails to pay any amount due under the Contract by the due date for payment;
  - 11.1.2 the Customer commits a material breach of the Contract and, if the breach is capable of remedy, fails to remedy such breach within 14 days of receiving written notice to do so;
  - 11.1.3 the Customer does not accept a Price increase requested by Swegon under Clause 6.2, in which case the Customer shall remain liable to pay all costs, expenses and liabilities incurred by Swegon in accordance with Clause 6; or
  - 11.1.4 the Customer becomes subject to an Insolvency Event or undergoes a change of Control.
- 11.2 Upon termination of the Contract for any reason, the Customer shall immediately pay to Swegon all outstanding invoices and any other sums due but unpaid, together with any interest accrued under Clause 7. If Goods and/or Services have been supplied for which no invoice has been submitted, Swegon may issue an invoice which shall be payable immediately upon receipt. The Customer shall also reimburse Swegon for all costs and expenses incurred in recovering any sums due under the Contract, including storage, repair, insurance, transport, labour, administrative, legal and remarketing costs.
- 11.3 If the Customer cancels the Contract or any order, Swegon is entitled to recover all reasonable costs incurred up to the date of cancellation, including:
- 11.3.1 labour, material, shipping, handling and storage costs relating to configured items and work-in-progress; and
  - 11.3.2 restocking fees or supplier charges relating to standard parts.
- 11.4 Termination of the Contract, however caused, is without prejudice to the rights, remedies and obligations of the parties which have accrued prior to termination.

## 12 INTELLECTUAL PROPERTY RIGHTS

- 12.1 All Intellectual Property Rights arising from or in connection with the performance of the Services shall be the exclusive property of Swegon. To the extent that such rights do not automatically vest in Swegon, the Customer shall do all acts and execute all documents reasonably required to ensure that such rights vest in Swegon.
- 12.2 The Customer acknowledges that, where any third-party Intellectual Property Rights are used in, or form part of, the Services, the Customer's entitlement to use such rights is conditional upon Swegon obtaining a licence from the relevant licensor on such terms as permit Swegon to license those rights to the Customer.

## 13 CONFIDENTIALITY

- 13.1 Each party ("Receiving Party") shall treat all Confidential Information disclosed by the other party ("Disclosing Party") as confidential and shall not disclose such information to any third party without the Disclosing Party's prior written consent. The Receiving Party shall use Confidential Information only for the purpose of performing its obligations under the Contract and shall disclose such information only to those of its personnel who need to know it for that purpose.
- 13.2 The obligations in Clause 13.1 do not apply to any information which: (a) was lawfully in the Receiving Party's possession before its disclosure by the Disclosing Party; (b) is or becomes publicly available other than through a breach of the Contract; (c) is required to be disclosed by law or regulatory authority, provided that the Receiving Party, where lawful, gives prompt notice to the Disclosing Party; or (d) is independently developed by the Receiving Party without reference to the Confidential Information.
- 13.3 The obligations in this Clause 13 shall continue indefinitely and shall survive termination of the Contract.

## 14 COMPLIANCE

- 14.1 The Customer and its Affiliates shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption. The Customer shall not offer, promise, give, authorise, solicit or accept any undue financial or other advantage in connection with the performance of the Contract. The Customer shall promptly report to Swegon any request or demand for any undue financial or other advantage received by the Customer or its Affiliates in connection with the Contract.
- 14.2 The Customer and its Affiliates shall comply with all applicable national and international economic or financial sanctions laws, trade embargoes and similar restrictions issued by any competent authority, including the United Nations, European Union, United Kingdom and United States of America. The Customer warrants that neither it nor its Affiliates is a designated or restricted entity under any such sanctions regime at the time of entering into the Contract and shall remain compliant throughout the term of the Contract. The Customer shall not sell or supply any Goods to any third party where it knows, or reasonably suspects, that such party intends to breach or circumvent applicable sanctions laws. Upon request, the Customer shall provide Swegon with all information reasonably required regarding the final recipient, destination and end-use of the Goods or Services.
- 14.3 The Customer and its Affiliates shall comply with all applicable anti-money laundering and counter-terrorist financing laws. The Customer represents that it has in place adequate policies, procedures and controls to ensure such compliance and shall promptly report to Swegon any suspicious activity of which it becomes aware relating to transactions connected to the Contract.
- 14.4 Swegon may immediately refuse further performance of the Contract or terminate the Contract with immediate effect upon becoming aware of any breach of this Clause 14 by the Customer or its Affiliates, and the Customer shall have no right to raise any claim in respect of such refusal or termination.
- 14.5 The Customer shall maintain and apply, and shall ensure that its Affiliates maintain and apply, adequate policies and procedures to ensure compliance with this Clause 14. If Swegon has an objective reason to believe that the Customer or its Affiliates is in breach of any part of this Clause 14, the Customer shall permit Swegon and its auditors to access the Customer's and its Affiliates' premises, books and systems to conduct reasonable audits and examinations.
- 14.6 The Customer shall indemnify Swegon for any and all damage, loss, liability, cost or expense incurred as a result of any breach of this Clause 14.
- 14.7 In the event of any conflict between this Clause 14 and any other provision of the Contract, this Clause 14 shall prevail.

## 15 FORCE MAJEURE

- 15.1 Swegon shall not be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to acts of God, governmental actions, war, national emergency, acts of terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, accident, breakdown of plant or machinery, fire, explosion, flood, storm, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to Swegon's workforce), failure of a utility service or transport network, restrictions or delays affecting carriers, inability or delay in obtaining supplies or suitable materials, or restricted access to Sites.

## 16 GENERAL

- 16.1 The Customer shall, at its own cost, promptly execute and deliver any documents and perform any acts reasonably required by Swegon to give full effect to the Contract and the Customer's obligations under it.
- 16.2 The Customer may not assign, subcontract or otherwise transfer any of its rights or obligations under the Contract without Swegon's prior written consent.
- 16.3 Except as expressly provided in this Clause 16.3, no person other than the parties shall have any rights under the Contracts (Rights of Third Parties) Act 1999. Any Swegon Group Company may obtain the benefit of, and enforce, any term of the Contract.
- 16.4 The Contract constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior discussions, correspondence or agreements. Each party acknowledges that it has not relied on any representation or warranty not expressly set out in the Contract. Nothing in this Clause limits liability for fraud or fraudulent misrepresentation.
- 16.5 If any provision of the Contract is found to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect.
- 16.6 No failure or delay by Swegon in exercising any right or remedy shall operate as a waiver of that or any other right or remedy. A single or partial exercise shall not prevent any further exercise. Rights and remedies under the Contract are cumulative and not exclusive of any rights provided by law.
- 16.7 Nothing in the Contract creates any partnership, agency or joint venture between the parties, and neither party has authority to bind the other.
- 16.8 Any notice required to be given under the Contract shall be in writing and shall be delivered by hand or sent by post to the address specified in the Swegon Order Acknowledgement (for the Customer) or to the Swegon Address marked for the attention of Swegon Finance. Notices delivered by hand take effect at the time of delivery; notices sent by post take effect 48 hours after posting. Any notice delivered on a non-Business Day is deemed delivered on the next Business Day.
- 16.9 Where applicable, if a dispute arises in relation to the Contract and a party refers the matter to adjudication, the Scheme for Construction Contracts (England and Wales) Regulations 1998 (as amended) shall apply.
- 16.10 The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the English courts.