

IHP sales and delivery terms

1. GENERAL

These general terms and conditions apply between IHP International Heating Products AB, with Swedish corporate number 556689-7327, ("IHP") and (hereinafter referred to as "Customer") who purchases one or more services, products or components from IHP.

Terms of the Customer are, in so far as they do not comply with these terms and conditions or other conditions stated from IHP, void between the parties unless IHP expressly and in writing agrees to the terms. IHP can choose to accept all or only some of the terms provided by the Customer to IHP.

Quotations and orders between the parties are non-binding. Agreement between IHP and the Customer is deemed to exist only when the Customer has received an order confirmation from IHP and approved the order confirmation or not within one working day thereafter brought complaints concerning the content of the order confirmation. If the delivery time is shorter than eight (8) days, orders are binding for the Customer and the contract is considered concluded when IHP send the order confirmation to the Customer.

2. SERVICES, PRODUCTS AND COMPONENTS

Ordered service, product or component are designed in accordance to the specifications of IHPs order confirmation, data sheets, drawings, technical information, product information, mission statement and quotation. To the extent if the information in these documents contradict each other, the information shall apply in the sequence indicated where the order confirmation is given the most importance.

IHPs liability for defects in service, product or component expires twelve (12) months whichever comes first notification of delivery or completion of

delivery.

The client accepts a deviation of the delivered number of the ordered quantity by ten (10) percent and minimum 1 piece. This applies only to the product segment component. If the over delivery is made, the client must pay for the quantity ordered plus compensation for the quantity amounting to oversupply. If under delivery is made IHP cannot be held responsible for damage. The Customer is not entitled to a price reduction or other compensation.

The Customer cannot return the completed delivery unless the return is requested by IHP. IHP is committed to providing high-quality products. Customers are responsible for return shipping costs. In case of a verified manufacturing error, IHP will cover return shipping to our facilities. For product damage resulting from mishandling, customers will be invoiced for repair services and associated shipping costs.

Prior notification of required repairs shall be made by email to IHPs sales.

3. ADVICE, SOLUTIONS AND CONSTRUCTION DOCUMENTATION

Customer may not use the IHP recommendations, solutions, or design documents for the purchase of services, products or components from third parties through such sale or otherwise competes with IHPs business.

4. DELIVERY

Products are delivered according to Incoterms 2020 EXW – Ex Works from our warehouse in Sweden or one of IHPs European production sites.

Certain products may undergo temporary modifications to their original form to facilitate efficient packaging and safe transportation. These

adjustments are designed to be easily reversed upon receipt by the customer.

Packaging materials are paid by the Customer and are not withdrawn.

Deliveries are made by IHP suggested forwarder unless nothing else has been agreed.

For orders confirmed with “Customer Pickup” shipping method, please note that if the package is not collected within ten (10) business days of notification that the order is ready for collection, a storage fee of €55 per day will be charged. This fee will be applied starting on the eleventh (11) business day after notification.

All transports are sent at the Customers own risk. IHP is not responsible for any damage or loss that occurs during transit or transshipment. Damage caused during transportation shall be reported immediately to the transport company, to own insurance company and to IHP.

If the Customer and IHP agreed on a date for delivery IHP cannot be held responsible for late delivery, only if IHP written and expressly consented to such liability.

Without an agreed time for delivery, IHP has the right to decide the delivery date.

5. PRICE

IHPs prices (unless otherwise explicitly stated) are quoted in Euros (EUR) and are exclusive of VAT, packing, shipping and insurance.

For certain services, products and components, surcharges can occur on e.g. options, special materials, response time etc. IHP reserves the right to change prices, product data and design of services without notice.

6. PAYMENT

Payments for IHPs products and / or components should be paid at latest by the time of delivery. After approval, payment terms will instead be

within thirty (30) days from the issue date of invoice.

Payments for IHPs services will be paid by the date of service completion. After approval, payment terms will instead be within thirty (30) days from the issue date of invoice.

For progressing work for more than one month, IHP reserves the right to continuously invoicing for completion of work. Payment is expected within fourteen (14) days from the issue date of invoice.

Invoice remarks invoked later than ten (10) days from invoice date will not be accepted.

In the event of a delay in payment, the Customer must pay a late payment fee of four-hundred-and-fifty (450) SEK and interest of twenty-four (24) percent of the invoice amount.

7. OWNERSHIP/RETENTION OF TITLE

All services, products and components are sold with retention of title and remains IHPs property until full payment is completed. In the event of payment delays IHP is entitled to repossession of the relevant service, product and / or component.

8. SAMPLES, TOOLS AND EQUIPMENT

Samples, tools and other equipment provided by IHP belong to IHP and shall, upon IHPs request be sent back to the IHP, unless otherwise agreed between the Customer and IHP.

9. LIMITATION OF LIABILITY

IHPs liability is limited to the product's purchase price and does not cover any incidental or consequential damages, such as property damage, personal injury, or loss of revenue.

10. INTELLECTUAL PROPERTY

All technical specifications and information, drawings, datasheets, investigation documentations, inspections and all intellectual property rights that are the result of IHPs work belongs to IHP.

11. NON DISCLOSURE

Customer may not disclose data, information or knowledge of IHPs services, products or components. This also applies to any technical information, data sheets, drawings, quotes, inspections and investigation documentation that IHP provides to the Customer.

If the Customer discloses confidential information, IHP reserves the right to charge a penalty fee of 10% of the affected order(s) value(s), with a minimum fee of SEK 10,000.

12. FORCE MAJEURE

IHP cannot be held responsible for delays in delivery or any delay in third party services.

13. APPLICANT LAW IN DISPUTE

Any disputes will be settled by the Gothenburg district court where Swedish law applies.

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