

## ETP Kraftelektronik AB's general provisions for delivery of products

Version 4 - vaild from 21 april 2021.

### Applicability

1. These general regulations (these "**General Provisions**") shall apply to the delivery of Products and / or Systems from ETP Kraftelektronik AB, org No. 556589-7609, ("**ETP**") to Buyer ("the **Buyer**"). ETP and the Buyer are named separately for "**Party**" and jointly for "**Parties**". Any deviations from these General Provisions shall be agreed in writing to take effect.

### Definitions

2. In these General Provisions, the following terms have the meanings hereby indicated:

*General Provisions:* Refers to these general terms for the purchase and delivery of Systems or Products.

*Agreed Price:* Refers to the price of the Product or System after any discounts and deductions and does not include handling costs (such as shipping costs, warehousing costs or insurance) nor does it include taxes and fees;

*The Agreement:* The Parties' agreement to deliver the Product or System including the documents specified in clause 7 and agreed in writing amendments and additions to the Agreement (excluding any Buyer's general terms or standard terms referred to in the Order).

*ETP:* Means ETP Kraftelektronik AB, org.nr. 556589–7609.*Buyer:* Refers the legal or natural person who sent an Order to ETP in accordance with clause 3 and who may subsequently enter into the Agreement with ETP.

*Quotation:* The quotation that ETP may send to the Buyer in accordance with clause 3.

*Order confirmation:* The order confirmation that ETP may send to the Buyer in accordance with clause 3.

*Order:* The order that the Buyer may send to ETP in accordance with clause 3.

*Party, the Parties:* Refers to ETP and the Buyer separately and jointly respectively.

*The Product:* The object or objects that ETP shall deliver according to the Agreement and which are not to be regarded as Systems. The term "Product" also includes documentation in accordance with clause 9 and Software.

*Software: (The Software included in the Product and consisting of:)*

- ETP programs, by which is meant Software to which ETP has the rights, and
- sublicensed programs, by which is meant Software to which third parties have the rights and to which ETP, with the consent of the right holder, grants the right of use.

*Written Notice:* Document signed by the Party and which has reached the other Party, as well as notification that reaches the other Party by courier, registered letter, e-mail, or other forms of communication agreed by the Parties. The contents of a meeting minutes signed or approved by both Parties shall also be deemed to be Written Notice.

*System:* Refers to machinery, equipment, Software, materials, documentation, and other objects that ETP shall deliver in accordance with the Agreement, and which consist of several components and not just individual Products. If the System according to the Agreement is to be taken over in independent parts, which are assumed to be used independently of each other, the rules in these General Provisions are applied to each part separately. The System refers to the respective part.

### **Conclusions of agreement**

3. At the request of the Buyer, ETP generally prepares a quotation (the "**Tender**") which is sent to the Buyer as a Written Notice. To place an order, the Buyer shall send an order as a Written Message to ETP ("**Order**" or "**The Order**"). An Order leads to a binding agreement between the Parties (the "**Agreement**") only when and if it is confirmed by ETP through an order confirmation to be sent as a Written Notice (the "**Order Confirmation**").
4. The order confirmation shall contain information about the delivery date. If ETP at the Order Confirmation does not provide information on the delivery date, ETP shall within one (1) month from ETP sending the Order Confirmation notify which delivery date applies to the Order to the Buyer as Written Notice.
5. If the Parties have discussed terms, entered a letter of intent, or entered into similar preliminary agreements before the Buyer submits an Order, the content of such terms or preliminary agreements does not form part of the Agreement unless the terms or preliminary agreements are clearly referred to in the Order Confirmation or the Tender.
6. If ETP has not sent the Order Confirmation within ten (10) working days from the time ETP received an Order, the Buyer has the right to cancel the Order. However, the Buyer is not entitled to cancel the Order after the Buyer has received the Order Confirmation, unless the Order Confirmation deviates from the Order in a non-insignificant manner. Should the Order Confirmation deviate from the Order in a not insignificant manner and the Buyer therefore wishes to cancel the Order, the Buyer shall within five (5) working days from receipt of the Order Confirmation by Written Notice to ETP cancel the Order and state the reason for this. If the Buyer fails to do this, the Order Confirmation and thereby the Agreement will be binding on the Parties.

### **Conflicting information in the contract documents**

7. In the event of conflicting information in the contractual documents included in the Agreement, they apply in the following order, unless the circumstances clearly require otherwise:
  - Any contract documents drawn up and signed by both Parties in reverse chronological order, ie. a newer document applies before an older document
  - The Order Confirmation
  - General Provisions (if applicable including Annex 1, montage)
  - The Quotation
  - The Order

### **Product information**

8. Information in marketing materials, price lists and other product information is binding only to the extent that the Agreement expressly refers to them.

### **Documentation and information**

9. All documentation relating to the Product or the System or its manufacture, which before or after the conclusion of the Agreement is handed over by one Party to the other Party, remains the property of the transferring Party. Documentation or information received may not be used for any purpose other than that for which it was handed over without the consent of the other Party. Such documentation may not be copied, disclosed to, or brought to the notice of a third party without the consent of the other Party unless there are compelling reasons (such as that the documentation shall be disclosed in accordance with applicable, binding law or government decision).

### **Software**

10. Unless otherwise agreed or stated in the General Provisions, the Buyer has an indefinite, non-exclusive right to freely use ETP programs when using the Product or System. The Buyer may transfer this right of use to subsequent acquirers of the Product or System. Unless otherwise agreed, ETP retains the rights to the supplier program even if the program has been prepared specifically for the Buyer.
11. Unless otherwise agreed, ETP is not obligated to provide the Buyer with the source code for the Software.
12. Unless otherwise agreed, ETP is also not obligated to provide the Buyer with updated versions of the Software.

13. Regarding Software for modifying the Product or System, those are provided by third parties who may charge license fees or one-off fees for the Software, which cost or fee ETP in such cases is entitled to charge the Buyer.

#### **Delivery clause**

14. If a delivery clause has been agreed between the Parties, it shall be interpreted in accordance with the INCOTERMS® in force at the conclusion of the Agreement. If no delivery clause has been specifically agreed, delivery shall take place Ex Works (EXW).

#### **Changes to the System**

15. After the Agreement has been entered, any agreed changes to the System shall be made by a special written agreement between the Parties. ETP shall in connection to the agreed changes of the System notify the Buyer about changes price and delivery that the change of the System entails. Should ETP not provide such information shall ETP nevertheless be entitled to a reasonable adjustment of price and delivery date.
16. After the Order Confirmation has been submitted, ETP is not obliged to accept changes to the System.

#### **Delivery time and delay**

17. If the Parties, instead of a specific delivery date, have agreed on a period within which delivery is to take place, this period begins from the conclusion of the Agreement.
18. If ETP finds that ETP cannot deliver on time, or if a delay on ETP's side appears probable, ETP shall without delay by Written Notice notify the Buyer and thereby state the reason for the delay and, as far as possible, the expected time of delivery. If ETP fails to provide such notice in a timely manner, ETP shall, notwithstanding the rules in paragraphs 20 and 21, compensate the Buyer for the additional costs thereby incurred and which could otherwise have been avoided, however, up to a maximum of 15% of the Agreed Price.
19. The delivery time shall be extended as much as is reasonable in view of the circumstances if the delivery is delayed for any of the following reasons:
  - Act or omission on the part of the Buyer, or
  - ETP's termination of performance of the Agreement under clause 34, or
  - other circumstance for which the Buyer is responsible, or
  - circumstance which, according to paragraph 62, constitutes grounds for relief.

The delivery time shall be extended even if the reason for the delay occurs after the end of the originally agreed delivery time.

20. If ETP does not deliver the Product or System within ten (10) working days from the agreed delivery time, the buyer is entitled to receive compensation by penalty from the end of the ten-day deadline.

The penalty shall be 0,5% of the agreed price for each completed week the delay lasts. If only a part of the Product is delayed, the penalty shall be calculated on the part of the price that relates to the part of the Product or System that cannot be used due to the delay.

The penalty shall not exceed 7,5% of the calculated basis specified in the second paragraph.

The penalty is due for payment upon written demand from the Buyer, but not earlier than when the Product or System has been delivered in its entirety or at the time of cancellation in accordance with clause 21.

The Buyer loses his right to a penalty if the Buyer does not make a request to this effect in writing within three (3) months after delivery would have taken place.

21. If, due to the length of the delay, the Buyer has been entitled to a maximum penalty in accordance with clause 0, and if the Product or System has not yet been delivered, the Buyer may by Written Notice demand delivery within a last reasonable period which shall not be shorter than two (2) weeks.

If ETP does not deliver within the deadline, and this is not due to any circumstance for which the Buyer is responsible, the Buyer may by Written Notice to ETP terminate the Agreement with respect to the part of the Product or System that cannot be used as a result of the delay. In the event of such termination, the Buyer is entitled to compensation up to the maximum penalty The Buyer is entitled to in accordance with clause 0.

The Buyer may also terminate the Agreement by Written Notice to ETP if it is clear that it will be a delay which, according to the rules in clause 20, would entitle the Buyer to the maximum penalty. Even in the event of such cancellation, the Buyer's right to a penalty is limited to the maximum penalty the Buyer is entitled to according to clause 20.

22. Apart from the penalty under clause 20 and termination with limited right to compensation under clause 21, any claim by the Buyer due to Blue Pac's delay is excluded.
23. If the Buyer finds that the Buyer will not be able to receive the Product or System at the agreed time, or if a delay appears on the Buyer's side as probable, the Buyer shall without delay by Written Notice notify ETP of this and state the reason for the delay and, as far as possible, the time the reception is expected to take place.

If the Buyer fails to receive the Product or System at the agreed time, the Buyer is still obliged to make every payment made dependent on delivery, as if the Product or System had been delivered. ETP shall arrange for the storage of the Product or System at the Buyer's risk and expense. If the Buyer so requires, ETP shall insure the Product or System at the Buyer's expense.

24. Unless the Buyer's omission specified in clause 23 is due to circumstances referred to in clause 62, ETP may by Written Notice require the Buyer to receive the Product or System within a reasonable time

If the Buyer, for reasons for which ETP is not responsible, fails to receive the Product or System within the time limit, ETP may by Written Notice to the Buyer terminate the Agreement with respect to the part of the finished Product or System that has not been delivered due to the Buyer's failure. In such a case, ETP is entitled to compensation for the damage caused by the Buyer's failure to do so.

### **Delivery time and takeover**

25. If the Agreement concern delivery of Products, these shall be considered delivered and the risk for the Product passes on to the buyer, in accordance with the Agreed delivery clause. In absence of an agreed delivery clause the Products are delivered Ex Works (EXW) in accordance with the applicable INCOTERMS®.
26. If the Agreement concerns delivery of Systems, these shall be considered delivered and the System is considered being transmitted to the buyer,
- i. as soon as the takeover test has been completed and this test shows that the System is in agreed condition.
  - ii. if the Parties have not agreed upon a takeover test yet agreed on that ETP shall execute installation of the System, when the Buyer receives a Written Notice from ETP that the installation of the System is finished.
  - iii. if the Parties neither has agreed on a takeover test or that ETP shall execute installation of the System, when ETP hand over the System to the Buyer or a Third Party acting on behalf of the Buyer (such as an installation company or forwarding company), or
  - iv. if the Buyer puts the System into use without ETP's written consent (whereby takeover test no longer needs to be carried out or a message about the finished installation has been provided)

Remaining minor adjustments and additions that are without significance for the Systems operation shall not prevent the takeover.

### **Takeover test regarding the System**

27. If the Parties have agreed that a takeover test shall be executed regarding the delivery of the System, shall such takeover test be executed when the installation of the System has been completed.

28. A takeover test shall be executed under the direction of ETP, and representatives of both Parties have the right to participate at the test. Absence of the Parties representatives at the takeover test does not entail that the takeover test cannot be implemented.
29. The buyer is obliged to provide, without compensation, power, fuel, lubricants, water, raw materials, and other necessary materials needed for the takeover test.
30. If the Buyer fails to fulfill the obligations under paragraph 29, or otherwise prevents the execution of the takeover test, shall a satisfactory takeover test be considered completed at the date when the takeover test was commenced.
31. If the takeover test discovers that the System does not correspond with the Agreement, ETP shall as soon as possible ensure that the System is made in accordance with the Agreement. A new takeover test shall thereafter be executed.

#### **Payment**

32. Payment shall be made against an invoice with a thirty (30) day payment deadline from the invoice date. The Agreed Price, with the addition of any value added tax (VAT) as well as fees and agreed costs, is invoiced when the Product and System is delivered.
33. If the Buyer does not pay on time, ETP is entitled to default interest from the due date with the interest rate that applies under Swedish law. In addition, ETP is entitled to compensation for actual collection costs.
34. If the Buyer does not pay on time or does not provide the Buyer with agreed collateral on time, ETP may also, after Written Notice to the Buyer, suspend its performance of the Agreement until payment is made or agreed collateral is provided.
35. If the Buyer has not paid three (3) months after the due date, ETP may terminate the Agreement by Written Notice to the Buyer. ETP is then, in addition to what follows from clause 33, entitled to compensation for the damage ETP suffers.

#### **Ownership reservation**

36. The Product remains the property of ETP until it has been paid for in full, to the extent that such ownership reservation is valid under applicable law.

#### **Liability for defects**

37. ETP, with the limitations of liability arising from these General Provisions, is obliged to remedy by replacement or repair any defects in the Product due to defects in design, material, or workmanship.
38. ETP's liability does not cover defects due to material provided by the Buyer or to the construction of the Product (or any part thereof) prescribed or specified by the Buyer.

### **Warranty period**

39. ETP's liability only applies to defects that appear within one (1) year from the date the Product was delivered. If the Product is used more intensively than has been agreed, the liability period will be shortened to a corresponding degree. However, if a supplier to ETP has provided a longer warranty period than one (1) year for the Product, and this is stated in the Agreement, the longer warranty period that the supplier may have provided instead shall apply, however, that the warranty period in such cases can be extended by a maximum of one (1) additional years (calculated from the day the Product was delivered) implying - in such a case - a maximum warranty period of two (2) years from the date of delivery.
40. When replacing or repairing a Product, ETP has the same responsibility for replacement parts and repaired parts as for the original Product or part for a period of one (1) year from the day the Product was repaired (although this may not mean a shorter warranty period than provided for in paragraph 39 above). For the other parts of the Product, there is no extension of the warranty period.

### **Montage**

41. If the Parties agree that ETP shall carry out installation of the Product or System, such installation shall take place in accordance with the terms in Appendix 1.

### **Complaint deadline**

42. The Buyer shall, by Written Notice to ETP, report a defect in the Product within two (2) weeks after the defect has appeared and in no case later than the last day of the warranty period that follows from points 39 and 40. The Written Notice shall contain a description of how the defect manifests itself. If the Buyer does not complain within the deadlines specified above, the Buyer loses the right to make a claim due to the defect.
43. If there is reason to assume that the defect may entail a risk of damage, a complaint shall be made immediately. If the complaint does not occur immediately, the Buyer loses the right to make a claim due to damage that occurs to the Product which could have been avoided if such a complaint had taken place.

### **Limitation of liability**

44. ETP's liability does not cover defects caused by circumstances that arose after the risk for the Product passed to the Buyer. The liability does not, for example, cover defects that arise because of the operating conditions deviating from what is stipulated in the Agreement or from incorrect use of the Product. The fault liability also does not include defects caused by inadequate



maintenance or incorrect installation on the part of the Buyer, changes to or in the Product without ETP's written consent or repairs carried out incorrectly by the Buyer. Finally, liability does not cover normal wear and tear or deterioration.

45. ETP is not liable under any circumstances for indirect or consequential damages (such as loss of production, loss of profit or other consequential or indirect loss). ETP is not liable for damage caused by the Product to real or personal property or the consequences of such damage if the damage occurs when the Product is in the Buyer's possession. ETP is also not liable for damage to Products manufactured by the Buyer, or to Products in which the Buyer's Products are included.
46. ETP's Product liability is limited to SEK 10 000 000.
47. The above limitations on ETP's liability do not apply if ETP has been guilty of gross negligence.

#### **Remedial**

48. After ETP has received a written complaint in accordance with clause 42, ETP shall remedy the defects with the urgency required by the circumstances. Remediation shall take place at such a time that the Buyer's business is not disrupted more than necessary. ETP shall bear the costs of the remedy.
49. The remedy shall be carried out at the place where the Buyer at the conclusion of the Agreement informed that the Product or System is to be used (if this is a place within the Nordic region). If no such information has been provided in connection with the conclusion of the Agreement, the remedy shall instead be performed at ETP. If ETP is responsible for installation of the Product or System, remedial work will take place at the Installation Site (as defined in Appendix 1).
50. Where ETP finds it more appropriate, the Product or System shall instead be sent to ETP or to a place designated by ETP, which then, if the complaint is correct, shall be made at ETP's expense. If the remedy can be done by replacing or repairing a faulty part, and disassembly and assembly of the part can be performed without special expertise, ETP may require that the faulty part be sent to ETP or to a place designated by ETP for repair or replacement. ETP has then fulfilled what is incumbent on ETP due to the defect when ETP to the Buyer delivers a repaired part or replacement part.
51. The Buyer shall, at his own expense, provide ETP with access to the Product or System and the Buyer shall himself arrange for intervention in equipment other than the Product or System to the extent required to remedy the defect.
52. All transport in connection with the rectification of faults shall take place at ETP's risk and expense. The buyer shall follow ETP's instructions on how to carry out the transport.

53. Defective parts that are replaced in accordance with the above shall be made available to ETP and become ETP's property.
54. If the Buyer complains in accordance with clause 42 and it turns out that there is no fault for which ETP is liable, ETP is entitled to compensation for the work and costs that the complaint has caused ETP.
55. If ETP does not fulfill its obligations in time in accordance with these General Provisions regarding the rectification of defects, the Buyer may by Written Notice give ETP a last reasonable deadline to fulfill the obligations, which may not be shorter than two (2) weeks. If ETP has not fulfilled its obligations within the deadline, the Buyer may, at his own choice:
  - a) at the expense of ETP, carry out or have carried out the necessary measures to remedy the defect, provided that the Buyer thereby carries out a judgment in which the costs may not exceed 15% of the Agreed Price, or
  - b) demand a price deduction of no more than 15% of the Agreed Price, or
  - c) if the defect is material, terminate the Agreement by Written Notice to ETP. In the event of cancellation, the Buyer is entitled to compensation for the damage the Buyer suffers. However, the compensation shall not amount to more than 15% of the Agreed Price.
56. ETP has no liability for defects beyond what is prescribed in these General Regulations.

#### **Liability for infringement of intellectual property rights**

57. ETP shall, unless otherwise agreed, indemnify the Buyer against claims from third parties based on the Product or System infringing on patents, copyrights or other intellectual property rights belonging to the third party and which are protected in Sweden or in another country that the Parties specifically have agreed.
58. ETP is not responsible for intellectual property infringement resulting from:
  - that the Product or System is used in a country other than that provided for in paragraph 57, or
  - that the Product or System is used in a manner that deviates from what has been agreed or that ETP should not have anticipated, or
  - that the Product or System is used in conjunction with equipment or Software not supplied by ETP, or
  - that the Buyer has made changes to the Product or System.

ETP is also not responsible for infringement of intellectual property rights that are solely a consequence of the design or construction of the Product or System prescribed or specified by the Buyer.
59. ETP's liability only applies provided that the Buyer within two (2) weeks of receiving a claim from a third party by Written Notice notifies ETP of the claim received by the Buyer and that the

Buyer lets ETP decide how the claim is to be met. ETP's total liability for claims under clause 57 is limited to 20% of the Agreed Price.

#### **Claims directed against ETP and / or the Buyer from third parties**

60. The buyer shall indemnify ETP to the extent that ETP is liable to third parties for such damage or loss for which ETP is not liable under these General Terms and Conditions. If a third party makes a claim against ETP for compensation for damage or loss referred to in this section, ETP shall immediately notify the Buyer of this by Written Notice.
61. ETP and the Buyer are obliged to agree to the court or arbitral tribunal that hears claims for compensation against any of them if the claim is based on damage or loss that is alleged to be caused by the Product or System. However, the mutual relationship between the Buyer and ETP shall always be determined in accordance with these General Terms and Conditions.

#### **Grounds of relief (force majeure)**

62. The following circumstances constitute grounds for relief if they impede or become unreasonably burdensome to the execution of the Agreement: labor dispute and any other circumstance beyond the control of the Parties, such as fire, natural disasters and extreme natural events, war, mobilization or military recruits of equivalent scope, requisition, seizure, trade and currency restrictions and riots, shortages of means of transport, general shortages of goods, restrictions on the supply of power and defects in or delays in deliveries by subcontractors caused by such grounds for relief.

The above-mentioned circumstances constitute grounds for relief only if their impact on the fulfillment of the Agreement could not be foreseen when the Agreement was entered.

63. It is the responsibility of a Party wishing to invoke the ground of relief mentioned in paragraph 62 to notify the other Party without delay by Written Notice of its occurrence, as well as of its termination.

In the event of force majeure at the Buyer, the Buyer shall reimburse ETP for the costs ETP may be recognized for securing and protecting the Product.

64. Irrespective of what otherwise applies under these provisions, either Party may terminate the Agreement by Written Notice to the other Party, if the fulfillment of the Agreement is prevented for more than six (6) months by reason of relief mentioned in clause 62.

#### **Disputes. Applicable law**

65. Disputes arising in connection with the Agreement shall be finally settled by arbitration accordance with the Arbitration Rules of the Arbitration Institute of Stockholm Chamber of Commerce's ("SCC"). The seat of arbitration shall be Gothenburg. The language to be used in the arbitral proceedings shall be Swedish.

Rules for Expedited Arbitration shall be applied unless the SCC, taking into account the severity of the case, the value of the subject matter of the dispute and other circumstances, decides that Arbitration Rules shall be applied. In the latter case, the SCC shall also decide whether the arbitral tribunal shall consist of one (1) or three (3) arbitrators.

The Parties undertake, without limitation in time, not to disclose the existence or content of arbitration in connection with the Agreement or information about negotiations, arbitration or mediation in connection therewith. What is prescribed in this section 55 does not apply unless otherwise follows from law, other statutes, government orders, stock exchange rules or good practice in the stock market or is otherwise required for the enforcement of a judgment.

66. If the disputed amount does not exceed five hundred thousand (500,000) kronor excluding VAT, or the corresponding amount in the contract currency, the dispute shall, however, be decided by a general court with the Gothenburg District Court as the first instance.
67. Swedish substantive law, except for conflict-of-law provisions, shall apply to the Agreement and to disputes arising from the Agreement.

## **Appendix 1**

### **to General Regulations regarding delivery of Products or Systems**

This document constitutes Appendix 1 to ETP's General Provisions (the "**Main Document**") and shall be applied in the event that the Parties has agreed on that ETP shall constitute installation of a Product or System. The definitions and terms used in this annex shall have the same signification as the Main Document, unless otherwise is expressly stated in this annex.

#### **Installation**

1. Unless otherwise agreed, the Buyer shall, without charge, provide ETP with the necessary cranes, lifting equipment and scaffolding as well as equipment for transportation at the site where the Product or System is to be installed (the "**Installation Site**"). ETP shall specify its needs in this regard by Written Notice no later than one (1) month before the installation starts. "Installation Site" refers to the site where the Product or System shall be installed and areas in the immediate proximity thereto, which are necessary for the transport, unloading and storage of the Product or System as well as the necessary installation equipment.
2. ETP shall ensure that ETP's personnel comply with safety regulations that applies at the Installation Site. This does not limit the Buyer's obligations below.
3. The Buyer can demand that personnel who do not comply with the safety regulations becomes excluded from the Installation Site.
4. ETP shall by Written Notice provide the Buyer with the necessary information regarding the special hazards to the environment that may be associated with the installation.
5. The Buyer may not, without the written consent of the ETP, order the ETP's staff to do any work.

#### **Working conditions**

6. The Buyer is responsible towards ETP for the installation being carried out under conditions that satisfy current laws and regulations for the working environment at the Installation Site.
7. The buyer shall give ETP Written Notice of the safety regulations that apply to personnel at the Installation Site. The buyer shall also provide satisfactory changing-, washing- and mealspaces for the installation staff at or near the Installation Site at own expense.

## **Preparatory work**

8. ETP shall at the agreed time or, if the time has not been agreed, well in advance before the start of the installation, provide the Buyer with drawings or descriptions showing how the Product or System is to be installed.
9. ETP shall give the Buyer Written Notice of when the Product or System is ready for installation in such good time that the Buyer may take the measures necessary in accordance with the Agreement (including, to avoid misunderstandings, this appendix) for the installation to be implemented.
10. The Buyer shall ensure that water and propulsion, including compressed air and electric current, are available to the ETP at the Installation Site in the extent that are necessary before installation begins. This will be done without costs for ETP, which will furthermore not pay for the use of water a propulsion.
11. The Buyer shall, at or near the Installation Site, without cost, make lockable or otherwise protected premises or storage spaces that are suitable to prevent theft and damage to the Products or Systems and ETP's tools and equipment available to ETP.

## **Cost**

12. Invoicing for the installation shall take place as follows:
  - ii. For installation on a current account, ETP has the right to invoice accrued cost on a monthly basis.
  - iii. For installation at a fixed price, invoicing shall take place when the Buyer has taken over the System.
13. If nothing has been agreed regarding the cost of installation, installation takes place on a current account in accordance with ETP's hourly fee.
14. If the installation work is changed, delayed, or occasionally has to be canceled for reasons attributable to the Buyer or a person for whom the Buyer is responsible (such as forwarding company, consultants, etc.), ETP is entitled to compensation in addition to the above price for:
  - i. Time waste and the time required for extra trips
  - ii. Extra work including work to disassemble, secure and re-assemble equipment.
  - iii. Additional costs caused by ETP having to keep its equipment on the installation site for longer than anticipated.
  - iv. Additional costs for traveling and subsistence expenses for ETP staff.
  - v. Other costs and expenses that ETP can document have caused ETP due to the reorganization of the installation work.