

## General Terms and Conditions of Sale

All orders via e-mail, phone and/or post are accepted and shipped strictly subject to these General Terms and Conditions unless otherwise specifically waived or subordinated in writing by an authorized representative of Neonest AB. The term "NEONEST" as used herein shall refer, as the case may be, to Neonest AB, Storgatan 70C, Solna, SE-17152, Sweden.

### **Pricing, Shipping Charges, Taxes and Duties:**

Prices are subject to change without notice; any quoted prices shall remain valid for 20 calendar days from date of quotation. Quoted prices include the cost of the item, packing and delivery on a CIP basis (Carriage and Insurance Paid to named destination— INCOTERMS 2020) for shipments to outside of EU, or unless otherwise noted in writing via e-mail or in contract. Quoted prices do not include applicable federal, state or local taxes, nor import duties or related import charges of any kind. Such charges, whether collected and paid by NEONEST, or paid directly by the Customer, are in addition to quoted prices and remain the responsibility of the Customer. Quoted prices for end-receive within European Union include the cost of the item, packing and delivery on a DDP basis (Delivery Duty Paid to named destination— INCOTERMS 2020) for shipments within European Union but excludes VAT, or unless otherwise noted in writing.

### **Shipment Method and Terms:**

All orders are shipped via air courier, unless otherwise specified. Customer is required to provide specific instructions relating to the person or department responsible for receiving the shipment including contact phone number. All quoted scheduled shipment dates are approximate and subject to delays caused by fire, strike, or other labor disturbances, acts of God, shortages of material, failure of supplier to satisfactorily meet scheduled deliveries, or any other factor or event beyond NEONEST's reasonable control, none of which factors or events shall give rise to any liability on the part of NEONEST. In no event shall NEONEST be liable for consequential or other damages for any delay in delivery.

### **Payment and Impairment of Credit:**

Net payment in Euro (EUR) if in European Union or in United States Dollars (USD) or in Hong Kong Dollars (HKD), if outside of European Union, unless otherwise specified in writing on official document i.e. invoice, quote, pro-forma invoice or contract, is due twenty (20) days from date of invoice issue. Customer shall be liable for any costs of collection incurred by NEONEST, including reasonable attorneys' fees. NEONEST reserves the right to demand additional payment, if any, in advance on any sales.

**Certificate of Analysis and Material Safety Data Sheet (MSDS):**

All goods shipped can be accompanied by a Certificate of Analysis or Quality Certificate(s) upon specific request of Customer. Certificate of Analysis will contain information provided to NEONEST by its manufacturers. The analysis is specific to the actual lot of material shipped and is not a general specification, unless so stated. Material Safety Data Sheets can be supplied upon specific request of Customer. MSDS are prepared by NEONEST's technical staff based upon knowledge and information available, and are offered solely for the Customer's information, without liability on the part of NEONEST. If customer tests within Warranty Period indicate that weight and purity levels do not meet or exceed the results indicated in the Certificate of Analysis accompanying the specific shipment, customer must contact NEONEST immediately and confirm all testing procedures employed so that any discrepancies between the results achieved by the customer and those stated on the Certificate of Analysis may be resolved.

**Hazards:**

When a material shipped by NEONEST has been classified as hazardous, it must be handled only by qualified and trained personnel. When ordering and purchasing such hazardous materials from NEONEST, Customer represents and warrants that: (a) it is fully aware about the health and safety hazards associated with the handling of such ordered materials; (b) it has in place the necessary industrial hygiene controls to protect its employees from such health and safety hazards; and (c) it understands and acknowledges applicable government regulations and the need to adequately warn its employees of the health and safety hazards associated with such materials.

**Warranty Matters:**

NEONEST warrants to Customer, for a period of twenty (20) days after the materials are received by Customer ("the Warranty Period"), that its products meet the specifications described in the Certificate(s) of Analysis or Quality Certificate(s) accompanying shipment of the goods purchased. NEONEST does not guarantee any end-use results for any of its products. All claims for errors, defects, or damaged materials against NEONEST must be made by Customer in writing during the Warranty Period. Any claims not satisfying this condition shall be deemed waived. The obligations of NEONEST under its Warranty shall be limited to replacing defective materials, or allowing credit, at NEONEST's option, provided the Customer gives NEONEST prompt notice of the defects during the Warranty Period, and, if required by NEONEST, returns the goods to NEONEST. No claim will be allowed by NEONEST for any materials claimed by the Customer to be defective or unsuitable unless NEONEST is permitted to examine the product before final use or processing by the Customer. All errors, defects, or damaged materials claimed by Customer must be confirmed by NEONEST's inspection. In the event NEONEST and

Customer are unable to reach an amicable solution to the claim, the goods in question may be examined by a third party acceptable to both NEONEST and Customer and whose opinion shall be conclusive for purposes of perfecting or rejecting Customer's claim. Goods returned without permission of NEONEST will not be accepted for credit and will be returned freight collect to the Customer. NEONEST shall have the right to remedy such defects at such time or times as may be reasonable. Customer's exclusive remedy, for any cause or claim whatsoever, including but not limited to alleged breach of warranty, product liability, negligence, or otherwise, shall be for money damages in an amount not to exceed the purchase price paid by the Customer for the product in respect to which the claim is made. In no event shall NEONEST be liable for special, incidental or consequential damages, whether Customer's claim is in contract, for negligence, strict liability or otherwise. In consideration of the sale of the product to Customer, which sale NEONEST would not otherwise make, Customer agrees to indemnify and hold NEONEST harmless from all claims, expenses, losses and liability of any nature whatsoever arising out of the Customer's purchase, handling and/or use of the product, whether used alone or in combination with any other substance.

**Force Majeure:**

The Parties (NEONEST and the Customer) are released from responsibility for partial or complete non-fulfillment or non-proper fulfillment of their obligations under this Contract if the non-fulfillment or non-proper fulfillment was caused by the circumstances of Force Majeure, namely fire, flood, earthquake, transport accidents, diversions, war or any military actions, sanctions, pandemic situations, decrees of federal or local government bodies, alterations in customs, tax or other legislation, directly or indirectly hampering the fulfillment of this Contract, or of other circumstances beyond the Parties' control which could not be anticipated prior to concluding this Contract and which could not be prevented by reasonable means if such circumstances directly influence the fulfillment of this Contract. The term "Force Majeure" as used in this Contract refers to events or circumstances that are unforeseeable, unavoidable, and beyond the control of the Parties. Notice and Communication: The Party which is unable to fulfill its obligations under this Contract due to the circumstances described above as "Force Majeure" shall promptly notify the other Party in writing within 45 calendar days after the date on which the above-described circumstances first became known to the Parties. The notice shall include a detailed description of the Force Majeure event, the expected duration, and the specific obligations affected.

**Duration and Termination:** Upon the occurrence of a Force Majeure event, the obligations of the affected Party under this Contract shall be temporarily suspended for the duration of the Force Majeure event. If the Force Majeure event persists for a period exceeding 90 days, either Party may, at its sole discretion, terminate this Contract upon written notice to the other Party without incurring

any liability for such termination. Mitigation Obligations: Both Parties shall use their best efforts to mitigate the effects of the Force Majeure event on the performance of their obligations under this Contract. The Parties shall cooperate in good faith to explore alternative means of performance to the extent practicable.

Documentation and Evidence: The Party claiming Force Majeure shall provide the other Party with reasonably detailed documentation and evidence supporting the occurrence of the Force Majeure event and its impact on the ability to fulfill contractual obligations. This may include certificates, reports, or other relevant documentation.

Consequences of Force Majeure: During the period of Force Majeure, the Parties shall discuss in good faith necessary adjustments to the terms of this Contract, including but not limited to the extension of deadlines, and any other modifications required to address the impact of the Force Majeure event on the contractual relationship.

Effect on Payments: The Parties shall negotiate in good faith to determine the impact of the Force Majeure event on payment obligations. If payment obligations are affected, the Parties shall agree on any necessary adjustments to payment deadlines or amounts.

Return to Normal Operations: Upon the conclusion of the Force Majeure event, the Parties shall promptly notify each other of the resumption of normal operations. The affected Party shall make diligent efforts to resume the performance of its obligations under this Contract as soon as practicable.

### **Dispute Resolution:**

In accepting any official document sent from NEONEST i.e. quotation, offer, pro-forma invoice, invoice from NEONEST and/or subsequent delivery of product(s) from NEONEST the Customer accepting and agrees to these General Terms and Conditions of Sale. In accepting these General Terms and Conditions of Sale the Customer agrees that these General Terms and Conditions of Sale shall be governed by the laws of Sweden. The Customer also agrees that any dispute, unresolved controversy or claim arising out of or relating to such quotation and/or invoice and/or subsequent delivery, or other alleged breach or failure on the part of NEONEST, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. Before resorting to arbitration, the parties agree to attempt mediation in good faith. If the dispute is not resolved within 45 days, either party may initiate arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce. Any party initiating arbitration proceedings shall provide written notice to the other party, clearly outlining the nature of the dispute, within 15 days of becoming aware of the dispute. All arbitration proceedings, including hearings, submissions, and awards, shall be kept confidential by the parties and the arbitrators. The confidentiality obligation survives the termination of this agreement. Appointment of Arbitrators: The parties shall appoint one or three arbitrators, as agreed upon by the parties. If the

parties cannot agree on the number of arbitrators, the dispute shall be settled by a sole arbitrator. The parties shall each appoint one arbitrator, and the two arbitrators so appointed shall appoint the third arbitrator, who shall act as the presiding arbitrator. If any party fails to appoint an arbitrator within 30 days of receiving a request to do so from the other party, the appointment shall be made by the International Chamber of Commerce. The arbitrators shall have expertise in chemistry and shall be selected based on their knowledge and experience in accordance with the Rules of Arbitration of the International Chamber of Commerce. The place of arbitration shall be Stockholm, Sweden. Judgment upon an award rendered pursuant thereto shall be binding and final and may be entered in any court having jurisdiction. Such arbitration shall be final and binding and shall be enforceable by judgment of the Superior Court or similar court having jurisdiction. Notwithstanding any provision of the rules or statutes mentioned above to the contrary, the failure of any party to appear at or participate in any hearing or other portion of any arbitration proceeding pursuant to this section shall not prevent any such hearing or proceeding from going forward, and the arbitrator is empowered to make a decision and/or render an award ex parte which shall be binding on that party as though that party had participated fully in the hearing or proceeding. Each party involved in any arbitration proceeding pursuant to this section shall pay its own expenses in connection therewith. The cost of conducting the arbitration proceeding shall be borne by the losing party. The language of the arbitration shall be English, and any documents or submissions shall be presented in English, unless otherwise agreed by the parties.