GENERAL CONDITIONS OF SALE

LINERVENT AB – EKERÖ, SWEDEN 2026 (VERSION 3)

1. GENERAL – SCOPE OF APPLICATION

1.1 All deliveries and services provided by **Linervent AB** ("Seller") are subject to these General Conditions of Sale. Any inconsistent conditions of a Buyer shall be valid only if expressly recognized by Seller in writing.

1.2 These conditions apply to all business transactions with the Buyer, including those in the United States and other international markets.

1.3 Prices, quantities, and delivery timelines set out in Seller's offers are subject to confirmation and are not binding until a formal written Order Confirmation is issued by Linervent AB.

2. PRICES AND INTERNATIONAL TRADE TERMS

2.1 All prices are valid **Ex Works (EXW) Ekerö, Sweden** (Incoterms 2020) unless otherwise specified.

2.2 For US-based Buyers: Prices are exclusive of any applicable Import Duties, Customs Fees, or local Sales/Use Taxes. These are the sole responsibility of the Buyer.

2.3 Packaging is calculated at cost price and will not be taken back by the Seller.

3. SETOFF AND RIGHT OF RETENTION

3.1 The Buyer may only offset claims that are undisputed or established by a final court judgment.

3.2 The Buyer has no right to withhold payment or exercise a right of retention for counterclaims.

4. DELIVERY AND SHIPMENT

4.1 The risk passes to the Buyer when the goods are made available to the Buyer at Seller's works or distribution stock in Sweden, in accordance with EXW (Incoterms 2020) unless otherwise agreed in writing (clause 2.1).

4.2 Seller is entitled to perform partial deliveries.

4.3 Seller is not liable for delays caused by international shipping carriers, customs clearance processes, or Force Majeure events (clause 9).

5. DELIVERY TIMES AND LIABILITY FOR DELAY

5.1 Delivery periods begin only once all technical issues and specifications have been clarified and any required down payments are received.

5.2 In case of delay for which Seller is responsible, the Buyer's claim for damages is limited to a maximum of 5% of the value of the delayed portion of the shipment, subject to clause 8.5.

6. WARRANTIES AND INSPECTION

6.1 **Duty of Inspection (Visible Defects):** The Buyer must inspect the goods immediately upon receipt. Any visible defects (e.g., shipping damage, incorrect quantity, or visible material flaws) must be reported in writing within **10 days** of receipt.

6.2 **Material Warranty (Latent Defects):** Linervent AB warrants that products are free from hidden manufacturing defects for a period of **12 months** from the date of dispatch. For liners supplied for UV curing, including Pre-Impregnated UV Liners, the 12-month period runs from the date of installation, as documented in the curing records (clause 7.4), provided that installation takes place within the shelf life stated in clause 7.2.

6.3 **Remedy:** At Seller's discretion, Seller will remedy the defect, exchange the goods or refund the purchase price. Seller is not responsible for expenses related to transporting the goods to a location other than the original place of performance.

6.4 **Exclusions:** This warranty is void if the product is:

- Stored outside specified temperature/UV ranges or installed after expiry of its shelf life.
- Installed by personnel failing to follow Linervent AB's technical instructions or failing to adhere to generally accepted industry standards.
- Used in host pipes that are structurally unstable or improperly prepared.
- Cured outside the curing parameters specified in Linervent AB's written installation instructions.
- Used as part of a Third-Party Combination (clause 6.6).

6.5 **Technical Advice:** Installation recommendations provided by Linervent AB are given to the best of Seller's knowledge but are **non-binding**. They do not release the Buyer from the obligation to perform their own testing and inspection regarding suitability.

6.6 **Third-Party Chemicals and Curing Systems:** Linervent AB's warranties and responsibilities are strictly limited to products used in combination with chemicals, resins, adhesives, curing agents and curing systems supplied, specified or expressly approved in writing by Linervent AB. Linervent AB accepts no responsibility or liability for any defects, damage, performance issues or other consequences arising from or

related to the use of chemicals, resins, adhesives, curing agents or curing systems supplied by third parties or otherwise not expressly approved in writing by Linervent AB. Any use of such third-party products is entirely at the Buyer's own risk and responsibility and shall render the applicable product warranty void to the extent that the defect, damage or performance issue is caused by, or relates to, such use.

6.7 **Storage and Shelf life:** The Buyer shall store them in the original, unopened packaging, protected from daylight and other UV light, at a temperature at or below 20 °C. Liners have a shelf life of six (12) months from the date of manufacture stated on the product label and shall be installed within that period or before the expiry date stated on the product label, whichever is earlier.

8. LIMITATION OF LIABILITY

8.1 **Indirect and Consequential Loss:** Subject to clause 8.5, Seller shall not be liable for any indirect, special, incidental or consequential loss or damage, including but not limited to loss of use, loss of production, loss of profit, rework, remediation, excavation and re-lining costs, and damage to property other than the goods.

8.2 **Liability Cap:** Subject to clause 8.5, Seller's aggregate liability arising out of or in connection with any delivery of goods, whether in contract, warranty, tort or otherwise, shall not exceed the price paid for the goods giving rise to the claim. This applies to all products supplied by Seller. Any lower limit in these General Conditions, such as clause 5.2, shall prevail.

8.3 **Disclaimer of Implied Warranties (in particular for Buyers in the United States): SUBJECT TO CLAUSE 8.5: THE WARRANTIES IN CLAUSE 6 AND, FOR LINERS SUPPLIED FOR UV CURING, CLAUSE 7 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. LINERVENT AB DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. LINERVENT AB MAKES NO WARRANTY FOR ANY THIRD-PARTY COMBINATION, AND THE BUYER ASSUMES ALL RISK AND LIABILITY ARISING FROM USE OF THE LINER WITH ANY RESIN OR CURING METHOD NOT SUPPLIED BY LINERVENT AB. THE BUYER'S SOLE AND EXCLUSIVE REMEDY IS, AT LINERVENT AB'S OPTION, REPAIR OR REPLACEMENT OF THE GOODS OR REFUND OF THE PURCHASE PRICE. TO THE FULLEST EXTENT PERMITTED BY LAW, LINERVENT AB SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFIT, AND EXCAVATION, REINSTALLATION OR REMEDIATION COSTS, WHETHER IN CONTRACT, WARRANTY, TORT OR STRICT LIABILITY. THIS EXCLUSION IS INDEPENDENT OF, AND SURVIVES ANY FAILURE OF THE ESSENTIAL PURPOSE OF, THE EXCLUSIVE REMEDY. TOTAL LIABILITY SHALL NOT EXCEED THE PRICE PAID FOR THE GOODS GIVING RISE TO THE CLAIM.**

8.4 **Buyers in Australia:** Nothing in these General Conditions excludes, restricts or modifies any guarantee, right or remedy under the Australian Consumer Law or other legislation that cannot lawfully be excluded or limited. To the extent permitted by law, where the goods are not of a kind ordinarily acquired for personal, domestic or household use, Seller's liability for breach of any such guarantee is limited, at Seller's option, to replacing the goods, supplying equivalent goods, repairing the goods, or paying the cost of replacing or

repairing them. The Buyer acknowledges that clauses 7.6, 8.1 and 8.2 are reasonably necessary to protect Seller's legitimate interests, including for the reason stated in clause 7.5.

8.5 **Mandatory Liability:** Nothing in these General Conditions, including clauses 5.2, 6, 7 and 8, limits or excludes liability for death or personal injury, for damage caused intentionally or through gross negligence, under mandatory product liability law, for breach of material contractual obligations (in which case liability is limited to the foreseeable damage typical for this type of contract), or any other liability that cannot be limited or excluded under applicable law.

9. FORCE MAJEURE

9.1 **Definition:** Neither party shall be liable for any failure or delay in performing its obligations, other than payment obligations, to the extent caused by circumstances beyond its reasonable control which could not reasonably have been foreseen or avoided, such as natural disasters, fire, flood, epidemics, war, terrorism, riots, sanctions, governmental action, labour disputes, interruptions in energy supply, failure or delay of carriers or customs, or shortage of raw materials ("Force Majeure"). Such circumstances affecting Seller's sub-suppliers shall also constitute Force Majeure.

9.2 **Notice and Extension:** The affected party shall notify the other party in writing without undue delay of the beginning and expected duration of the Force Majeure. The time for performance shall be extended by the duration of the Force Majeure.

9.3 **Termination:** If performance is prevented by Force Majeure for more than six (6) months, either party may terminate the affected part of the contract by written notice, without liability for damages.

10. PAYMENT TERMS

10.1 Payment shall be made via wire transfer in the currency specified on the invoice.

10.2 If the Buyer fails to pay by the due date, interest shall be charged according to the **Swedish Interest Act (*Räntelagen*)**.

10.3 Seller reserves the right to require payment in advance or security (such as a Letter of Credit) for international deliveries.

11. RESERVATION OF TITLE (OWNERSHIP)

11.1 Ownership of the goods (Reserved Goods) remains with Linervent AB until the Buyer has settled all outstanding obligations arising from the business relationship.

11.2 The Buyer shall assist the Seller in taking any measures necessary to protect the Seller's title in the Buyer's local jurisdiction.

12. PLACE OF PERFORMANCE AND JURISDICTION

12.1 The place of performance for all obligations is **Ekerö, Sweden**.

12.2 Any legal disputes arising from this contract or its validity shall be settled by the courts of Sweden, with the **Solna District Court (*Solna tingsrätt*)** as the court of first instance.

13. GOVERNING LAW

13.1 These General Conditions and all sales shall be governed by and construed in accordance with the **Laws of Sweden**.

13.2 The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.