



ENJAY – GENERAL TERMS AND CONDITIONS

1 Area of application

Enjoy AB ("**Enjoy**") develops, manufactures and sells goods and services within the field of energy recovery (the "**Products**"). Enjoy's Products are characterized by good quality, high availability and innovation.

What is set out in these general terms and conditions (the "**General Terms and Conditions**") shall prevail over other agreements made between Enjoy and Enjoy's customers (in each case the "**Customer**") jointly (the "**Parties**") to the extent nothing else has been agreed in writing between the Parties with an express reference to the term/the terms in the General Terms and Conditions which shall not be applied between the Parties. Enjoy is not bound by general terms and conditions of the Customer, or any other standard agreements, regardless of how reference has been made to such terms or agreements.

The General Terms and Conditions apply to all Products provided to Customers by Enjoy.

2 Order Procedure

The order procedure at Enjoy is as follows.

The Customer provides the technical requirements to Enjoy. Thereafter, Enjoy submits an offer (the "**Quotation**") to the Customer. The technical requirements specified by the Customer is described in the appendix to the Quotation (the "**Technical Specification**"). Enjoy's Quotation is valid for the period specified in the Quotation.

The Customer notifies Enjoy that the Customer accepts the Quotation (the "**Order**").

The Order becomes binding for the Parties when Enjoy either sends an order confirmation to the Customer or initiates a delivery to the Customer in accordance with the Order.

3 Prices

Unless otherwise agreed in writing, the price in the Quotation applies and is valid for the period specified in the Quotation. All prices in the Quotation are presented excluding VAT and installation. If the time from the Order to date of Delivery requested by the Customer is more than 180 days Enjoy reserves the right to make price adjustments in the event that cost-determining factors that have been the basis for the pricing have changed since the Order was made. Such cost determining factors include, without limitation, raw material prices, labour costs, social security contributions, taxes (including VAT and other state fees), import and export duty and exchange rates. Enjoy shall in writing inform the Customer about the price adjustment. Such price adjustments do not entail that the Customer has the right to terminate the Order except, if the price adjustment is more than a 10 % increase of the price and provided that the Customer objects within 10 days from being notified of the increased price, then the Customer has the right to cancel the Order by written notice to Enjoy.

4 Terms of Payment

Payment to Enjoy shall be made within 30 days or otherwise agreed. In the event of delayed payment, applicable interest rate according to the Swedish Interest Act (SFS 1975:635) shall be paid from the due date. Furthermore, the Customer is obliged to pay any reminder fees and collection fees that are attributed to the Customer's delay

5 Price adjustment

The technical requirements for the Order, that the Customer has specified to Enjoy are stated in the Technical Specification. The technical requirements serve as a basis for the design and pricing of the Product. Incorrectly stated technical requirements may cause the Product to be designed in a way that does not meet the Customer's needs. In the event the Customer provides Enjoy with incorrect information that cause a need of adjustments to the Product's design ("**Adjustment work**"), Enjoy



has the right to adjust the price with regard to such Adjustment work, and invoice the Customer for additional costs attributable to the Adjustment work. A Product designed in accordance with incorrectly specified technical requirements shall not be regarded as defective.

6 Time of Delivery

The current estimated delivery time is stated in the Quotation. The delivery date for ordered Products is stated in the order confirmation and refers to date the Products leaves Enjay factory. Unless expressly agreed otherwise in writing, the delivery time will not be a final deadline.

7 Terms of Delivery

Products are delivered FCA at such premises as Enjay may designate (Incoterms 2020) unless otherwise agreed in writing between the Parties.

8 Delivery Regulation

Global (exl Sweden, Norway, Finland, Denmark)

In addition to these General Terms and Conditions, Orgalime S 2012 apply to all Products the Customer purchases from Enjay. What is stipulated in the General Terms and Conditions shall take precedence over what is stipulated in Orgalime S 2012. For the avoidance of doubt, Clause 14-16 of Orgalime S 2012 shall not apply.

Sweden, Norway, Finland, Denmark

In addition to these General Terms and Conditions, NL17 apply to all Products the Customer purchases from Enjay. What is stipulated in the General Terms and Conditions shall take precedence over what is stipulated in NL17. For the avoidance of doubt, Clause 16-17 of NL17 shall not apply.

9 Amendments

Requests for additions or amendments to an Order shall be made in writing to Enjay, who shall endeavour to fulfil the Customer's requests. Such additions and amendments may result in price adjustments and changes in the delivery time.

10 Support

Enjay provides support to Customers on product-specific questions during normal office hours.

11 Liability for Defects

Enjay is liable for defects arising out of Enjay's negligence in the production of the Product. Enjay is not liable for any damage, malfunction or defects in function caused by incorrect or misleading information provided by the Customer, or Enjay's product information and instructions not having been complied with.

12 Limitation of Liability

Under no circumstances will Enjay be liable for indirect or consequential damages, such as loss of income, loss of profit, loss of expected savings or loss of production. A valid claim regarding damages against Enjay shall be filed in accordance with clause 15.5 below.

13 Intellectual Property Rights

Neither these General Terms and Conditions nor any Order will entail any transfer or licensing of any intellectual property rights to the Customer.

The Customer warrants to Enjay at all times, and will indemnify Enjay in this respect, that the use by Enjay of data, specifications or material provided by the Customer does not breach any statutory regulation or infringe third-party rights.

14 Confidentiality

The Parties undertake not disclose the content of the Parties' agreement as well as such information exchanged between the Parties under the agreement which typically is regarded as business secrets to the other Party.

Enjay has the right to state the Customer as a reference for the purposes of sales and marketing. Each Party undertakes to treat the other Party's confidential information with the utmost care to ensure that the confidential information is not disclosed to any third party. In the event special confidentiality requirements exist for information belonging to the Customer, this shall be notified to Enjay at the latest as the Customer accepts the Offer. Confidential information may be disclosed pursuant to orders of the court. Information that is to be made public according to the Swedish Freedom of the Press Act is not covered by the terms of confidentiality.

15 Warranty for Products

15.1 Warranty Period

The warranty period is 10 years from delivery date.

15.2 The Scope of the Warranty

Provided that the Customer has made a valid complaint to Enjay, Enjay will rectify the relevant design, manufacturing or material defects ("**Warranty Defects**") in such way that the Product is made functional through repair or replacement (the "**Warranty**"). The Repair or replacement is the only remedy available to the Customer for Warranty Defects. Enjay shall have no liability to indemnify the Customer against any direct or indirect costs, expenses or losses which are a consequence of Warranty Defects except as explicitly stipulated in this clause 15.

Enjay has the right to decide in each case whether the Warranty is to be fulfilled through repair or replacement of the Product. A condition for the Warranty to apply is that Enjay, or its representative, before repair or similar measure, has been given the opportunity to inspect the Product to establish whether it is a Warranty Defect or not. If not, the Customer shall compensate Enjay for the costs incurred as a result of Enjay's inspection.

Furthermore, a condition for the Warranty Defects to be rectified within the framework of the Warranty is that the Customer can satisfactorily prove that the Warranty is valid by presenting a purchase receipt.

15.3 General Limitations of the Warranty

Enjay's liability is limited to defects in the Product according to these warranty clauses and the Warranty does not include any other damages to property or persons. Oral commitments in addition to these Warranty terms are not binding on Enjay.

The Warranty is only applicable if the Product is used in a the intended purpose , under normal conditions and only if the instructions for use have been followed.

The Warranty does not cover

- defects caused by:
 - transport of the Product,
 - careless use or overload of the Product,
 - failure to follow instructions regarding installation, operation, maintenance or administration,
 - incorrect installation of the Product or incorrect placement at the place of use,
 - circumstances which do not depend on Enjay, such as excessive voltage fluctuations, lightning strikes, fire or other damage events,
 - repairs, maintenance or structural modifications made by anyone other than Enjay,
 - incorrect technical requirements specified by the Customer,
- from a functional perspective, minor defects *e.g.* scratch on the surface,
- parts that, by handling or normal wear and tear, are at greater risk of defects than normal,
- the fact that the Customer has not heeded any warning or installation instructions, settings, information for use, maintenance, service or cleaning, which is normally described in the instructions for use of the product, and
- investigations leading to the conclusion that any of the above causes is the reason for the complained defect.

15.4 Charges Regarding the Warranty



Enjoy will not charge the Customer for repairs, replacement parts, repair work, necessary transport or travel expenses caused by Warranty Defects, under the following conditions:

- any defective parts are handed over to Enjoy, or Enjoy gets access to the Product (depending on the nature of the defect and necessary measure),
- repair work is started and carried out during normal working hours (deviations may occur during periods of excessive workload and holiday periods), as well as
- disassembly and assembly work, as well as associated costs for equipment that is permanently mounted at the site of use, provided that the work is not abnormal in the scope.

In the case of urgent repairs, as well as repairs performed outside of normal working hours according to the above, Enjoy has the right to charge the Customer for additional costs. However, if the Warranty Defect can cause risk of health or significant financial damage, the Warranty Defect is repaired immediately without any additional costs.

Defects not covered by the Warranty shall be paid by the Customer.

15.5 Measures when Defects are Discovered

If a Warranty Defect is discovered during the Warranty Period, the Customer shall without delay, and no later than one week after the defect is discovered, file a complaint to Enjoy via email to warranty@enjaysystems.com with the heading Warranty Registration ("**Complaint**").

When filing a Complaint, the Customer must state to Enjoy as accurately as possible

- which Product (product model, type designation in the warranty card or on the approval mark, serial number) the Complaint refers to, and
- the kind of defect, and the circumstances under which the defect occurred.

Copies of service reports (if there are any), pictures, etc. shall be enclosed to the Complaint.

If there is a risk that a defect will cause consequential damage, the use of the aggregate in the Product should be stopped immediately.

16 Compliance

The Customer shall comply with all applicable laws and conventions including but not limited to laws relating to anti-bribery and anti-corruption such as chapter 10 in the Swedish Penal Code (1962:700), and laws relating to export control and customs regulations such as (i) the rules on embargoed countries, (ii) the restrictions on the sale of products to restricted or denied customers, and (iii) the regime for the control of exports, transfer, brokering and transit of dual-use items. The Customer shall not directly or indirectly utilize, sell, ship or otherwise transfer, the products purchased from Enjoy to or through any country, entity or individual as prohibited under national and international regulations.

The Customer agrees to indemnify and hold harmless Enjoy, its officers, employees, agents, and representatives, from and against all damages, losses, liabilities, penalties, costs and expenses, including reasonable attorney fees, as a result of any claim, suit, action, proceeding, demand, judgment or settlement arising out of the Customer's failure to adhere to the provisions of this clause 16.

17 Amendments, precedence, and language versions

These General Terms and Conditions may from time to time be amended by Enjoy. The current version is always available to download through a link in the Quotation and shall form part of the Quotation. Amendments only apply to Orders that have been placed after the amended version.

These General Terms and Conditions have been established in English. Unless otherwise agreed, the English language version applies to all Customers.

18 Applicable Law and Dispute Resolution

These General Terms and Conditions, and any special provisions for Orders, shall be regulated and interpreted in accordance with Swedish substantive law.

Any dispute, controversy or claim arising out of or in connection with the General Terms and Conditions, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Malmö. The language to be used in the arbitral proceedings shall be Swedish or, if the Customer or Enjay requests so, English.

The arbitration is covered by confidentiality. The confidentiality includes all information obtained during the procedure as well as decisions or arbitration awards that are communicated as a result of the procedure. Information covered by confidentiality may not in any form be transmitted to any third party without the written consent of the other Party. However, a Party shall not be prevented from disclosing such information in order to best utilize its rights towards the other Party as a result of the dispute, or towards an insurer or if the Party by law, regulation, authority decision, stock exchange contract or the like is required to provide the information.

Notwithstanding the foregoing, Enjay has the right to bring an action against the Customer regarding overdue claims before the courts having jurisdiction of you or any of the Customer's assets.