

## General Terms of Delivery

### 1. BACKGROUND

- 1.1. Better Shelter RHU AB, reg. no. 556870-2913, is in these general terms referred to as Better Shelter. The company, which has ordered or purchased goods from Better Shelter is referred to as the Customer.
- 1.2. These general conditions shall apply to all of Better Shelter's deliveries of products to the Customer and shall furthermore apply to any services Better Shelter may perform for the Customer. These general terms constitute an integral part of the agreement between Better Shelter and the Customer (the "Agreement"). The Agreement consists of i.a. the specification, the Customer's order, Better Shelter's order confirmation, these general terms and any other documentation referred to as being part of the Agreement.
- 1.3. Any exemptions agreed upon regarding these general terms shall be in writing and be signed by Better Shelter and the Customer in order to be valid. Any general terms from the Customer shall only apply if approved by Better Shelter in writing.

### 2. PRODUCTS

The Customer may order the products included in Better Shelter's current product range consisting of refugee shelters (the "Products"). The product range is available on Better Shelter's webpage at [www.bettershelter.org](http://www.bettershelter.org) and in Better Shelter's current product catalogue, which is supplied by Better Shelter.

### 3. ORDER

The Customer shall place his order with Better Shelter by e-mail or telephone. An order is binding on Better Shelter once it has been confirmed by Better Shelter. The Customer has no right to cancel any order placed.

### 4. DELIVERY

- 4.1. Unless agreed by the parties in writing, all prices are quoted for delivery Ex Works DSV Solutions Sp. z o. o. PL 80-298 Gdańsk, ul. Bysewska 18 Poland i.e. the Customer carries the risk for the transport and pays the costs for transportation and insurance. Better Shelter shall endeavour to deliver the Products within the time stipulated in the Better Shelter's order confirmation.
- 4.2. Upon delivery the Customer shall inspect the goods delivered for any visible defects and acknowledge receipt of the Products on the carrier's delivery note.
- 4.3. Should any defects or damages be noted during the inspection the Customer shall notify Better Shelter without delay. If damages or defects are noted, which are assumed to have occurred during the transport, such damages shall furthermore be immediately reported to the carrier or noted on the shipping document. Should the Customer neglect to make a complaint in accordance with the provisions above the Customer shall lose the right to claim any deviation or damages.



## **5. DELAYED DELIVERY**

- 5.1. Any time of delivery stated by Better Shelter is Better Shelter's best estimate of a calculated delivery date. If Better Shelter has reason to believe that delivery cannot be effected on the expected delivery date Better Shelter shall inform the Customer accordingly and advise when delivery is expected to be effected.
- 5.2. If a delivery is delayed by more than two (2) months, the Customer may, in writing, request delivery within a reasonable and final period of time, which may not be shorter than three (3) weeks. If Better Shelter is unable to deliver within the requested period, and this is not subject to any circumstances attributable to the Customer, the Customer shall have the right to cancel the order for the delayed Products. The Customer's right to cancel any delayed Products in accordance with the provisions of this clause constitutes the only remedy which the Customer shall have the right to claim in the event of delayed delivery.
- 5.3. Should Better Shelter be able to predict that they will not be able to deliver the Products on the date specified in the order, Better Shelter shall without delay notify the Client in writing accordingly. Better Shelter shall state the reason for the delay and if possible the expected delivery date.

## **6. PRICES**

- 6.1. The prices for the Products are according to Better Shelter's current price list, unless the Customer and Better Shelter have entered into a separate agreement thereon. Better Shelter shall have the right to change the prices for the Products at any time. Any price adjustments shall be made with at least thirty (30) days' notice prior to the new prices coming into effect. Price adjustments shall not affect orders that have been confirmed by Better Shelter.
- 6.2. All prices are stated excluding VAT, any other taxes or fees and costs for packing of the products and transport packaging.

## **7. PAYMENT**

- 7.1. The Products shall be paid in connection with the Customer's order placement either through prepayment by direct bank transfer or against an irrevocable Letter of Credit. Payment shall be made in USD.
- 7.2. Any maximum credit limit Better Shelter may grant the Customer shall be notified by Better Shelter. Better Shelter shall not be obliged to deliver any Products to the Customer should the Customer exceed its credit limit without providing any acceptable security.
- 7.3. Payment in due time is of the utmost importance to Better Shelter for which reason any delayed payment shall be considered as a material breach of contract. Upon delayed payment interest on arrears shall be charged in accordance with the Interest Act (1975:635). Better Shelter shall furthermore have the right to withhold deliveries of Products to the Customer, demand that acceptable securities be provided, amend the terms of payment and any possible credit limit and cancel the Agreement upon delayed payment.
- 7.4. Should the Customer not pay in time Better Shelter shall have the right to send reminders and charge a fee for such reminders. Should the Customer not effect payment within ten (10)

days from the reminder, any invoices due may be given to a debt collector without any further notice from Better Shelter. Any collection charges shall be charged for sending reminders according to the Swedish Debt Recovery Act (1974:182).

- 7.5. If the Customer wants to contest an invoice the Customer shall without delay, and no later than ten (10) working days after the date of the invoice, notify Better Shelter about this. The Customer loses its right to contest an invoice after the time limit set out above.

## **8. GUARANTEE AND LIABILITY FOR DEFECTS**

- 8.1. Better Shelter is responsible for that all Products, in material aspects, correspond with the specifications. A Product is considered to be defective if it deviates from what is stated above. The guarantee comprises any defect existing at the time when the risk for the Products was passed over to the Customer and which appears and is notified in writing within twelve (12) months from the delivery and in accordance with clause 8.4.
- 8.2. Better Shelter shall not be liable for any defects in the Products due to any material supplied by the Customer or any construction or design suggested by the Customer. Nor shall Better Shelter be liable for any defect due to the Customer or a third party not following the Company's care instructions or for any defect caused by any misapplication, faulty installation or neglected maintenance and normal wear.
- 8.3. Upon delivery the Customer shall inspect the Products and promptly notify Better Shelter about all and any defects observed during such inspection. The Customer cannot make a valid complaint about a defect at a later time, if the Customer should have noticed the defect and notified Better Shelter about it according to clause 8.4.
- 8.4. Should the Customer notice a defective Product the Customer shall make a complaint in writing to Better Shelter within ten (10) days from when the Customer noticed or should have noticed the defect. The Customer's notice of complaint must include a clear description of the defect and how the defect has been manifested. The Customer loses its right to make a claim if it has not made a complaint according to the above. Better Shelter obliges itself to, at its own discretion either i) repair the defective Product ii) substitute the defective Product; or iii) credit the Customer for the defective Product. The parties may also agree on the Customer being given a discount instead.
- 8.5. If Better Shelter does not fulfil its obligations according to clause 8.4 and if the defect is considered to be material for the Customer, the Customer is entitled to cancel the purchase. If the Customer cancels the purchase Better Shelter shall reimburse the Customer for any direct damages caused by the defect. Better Shelter's obligation to reimburse the Customer is subject to the limitations set forth in clause 10.1.
- 8.6. The Customer shall return the defective Products upon Better Shelter's request, unless it is unreasonably burdensome for the Customer to do so. The Customer has no right to use, discard or let third party dispose of any Products which the Customer has claimed to be defective, without Better Shelter's prior written permission.
- 8.7. The criteria set out in this clause 8 are exhaustive as to determine whether a Product is defective. The Swedish Sales of Goods Act (1990:931) (Sw: Köplagen) or the International Sale of Goods Act (CISG) shall not apply to this Agreement.



## **9. DAMAGES**

- 9.1. Better Shelter shall only be liable for any damages, which the Products may cause persons or other property if such liability is imposed upon Better Shelter according to the Product Liability Act prevailing at the time when the risk for the Products was passed over to the Customer.
- 9.2. The Customer shall without delay and in writing notify Better Shelter of any product liability claims imposed upon the Customer and shall attend to such claims in accordance with Better Shelter's instructions. The provisions above shall also apply for any claims which may be imposed upon the Customer after termination of the Agreement. The parties shall devote themselves to any claims for product liability being directed to Better Shelter or whomever Better Shelter may appoint.

## **10. LIMITATION OF LIABILITY**

- 10.1. Unless explicitly stated in these general terms or agreed upon between the parties, Better Shelter's liability under this Agreement is limited to any direct damages and each damage to an amount corresponding with five (5) % of the total price for all Products with the same article number as the Product that caused the damage, which Better Shelter has delivered to the Customer during the previous twelve (12) months. Better Shelter's total liability in accordance with this Agreement shall for each calendar year be limited to fifty (50) % of the total price for all Products which Better Shelter has delivered to the Customer during the previous twelve (12) months. Should Better Shelter have delivered Products to the Customer during a shorter period than twelve (12) months, the amount for each damage, shall be limited to five (5) % of the monthly average for Products with the same article number as the Product that caused the damage that Better Shelter has delivered to the Customer times twelve (12) and Better Shelter's total liability per calendar year shall be limited to fifty (50) % of the amount of the monthly average of all delivered Products, times twelve (12). Better Shelter shall in no way be liable for any indirect losses or consequential damages e.g. missing profit or loss of production unless Better Shelter has caused the damage by gross negligence or by intent.
- 10.2. Better Shelter's liability for any faults, insufficiencies, delays and other breaches of contract shall be limited to what is expressly stated in these general terms. The Customer shall have no right to resort to any other remedies than those given in these general terms.

## **11. INTELLECTUAL PROPERTY RIGHTS**

- 11.1. Unless otherwise agreed between the parties, Better Shelter or Better Shelter's licensor shall own all rights, comprising any intellectual property rights relating to the Products, including but not limited to trade marks, protection of design, copyright and patents. The Customer shall not acquire any intellectual property right or other rights to the Products by means of this Agreement.
- 11.2. The Customer shall immediately and in writing notify Better Shelter if a third party addresses any claim towards the Customer due to a Product infringing or is claimed to infringe upon a third party's intellectual property right. The Customer is obliged to attend to such claims



according to Better Shelter's instructions and Better Shelter is not liable for any infringement should the Customer violate this obligation.

- 11.3. Should such infringement conclusively exist or if, according to Better Shelter's own assessment, it is probable that such infringement exists, Better Shelter shall at its own expense and at its own discretion either (i) ensure the Customer's right to continue to use and sell said Product, (ii) substitute the Product with another equivalent product whose use shall not imply any infringement, or (iii) change the Product correspondingly to ensure that no infringement exists.
- 11.4. Better Shelter is not liable for any infringement or alleged infringement upon a third party's intellectual property right by the Product if Better Shelter has modified, created or produced the Product according to the Customer's wishes, instruction, specification or design. The Customer shall indemnify Better Shelter against any claim, lawsuit or other legal proceeding which may arise following an actual or alleged infringement of such Product and for each loss, cost, damage and expense (also including any costs for legal counselling and costs for administrative work) which Better Shelter incurs accordingly.

## **12. FORCE MAJEURE**

If and to the extent that either party's performance of its obligations under this Agreement is made unreasonably onerous or is impeded by circumstances beyond its reasonable control and which the party could not reasonably have been expected to have taken into account or overcome and whose consequences the party could neither have avoided nor overcome the effects of, including e.g. general labour disputes, war, fire, lightning, acts of terrorism, natural disasters, restrictions in energy supplies, amendments to regulations issued by governmental authorities, intervention by governmental authorities and faults or delays in services by subcontractors caused by any such circumstances referred to in this clause such party shall be released from liability in damages and any other penalties. A party intending to claim relief by reason of any such circumstance as referred to in this clause shall without undue delay notify the other party in writing accordingly. If a party's performance is materially prevented for more than three (3) months as a result of any circumstance as referred to in this clause, the other party shall be entitled to cancel an Order in writing with immediate effect.

## **13. CONFIDENTIALITY**

- 13.1. Each party pledges himself for the duration of this agreement and thereafter not to, without the other party's written consent, disclose any information to a third party (whether oral or written or in visual, electronic or tangible form) regarding or otherwise relating to the other party's affairs or other business matters if it may be deemed as business or trade secrets or otherwise be used as such information for any other purpose than the Party's performance of his obligations according to this Agreement. Any information which the party has stated is confidential shall be considered as business or trade secrets.
- 13.2. Such confidentiality shall not apply to information, which the party can show became known to him otherwise than through the parties' business relation or which is publicly known. Nor

shall such confidentiality apply when a party is required to disclose such information by law or any governmental or other regulatory authority.

13.3. A party shall return any confidential information upon request by the other party.

#### **14. SUBCONTRACTORS**

Better Shelter shall have the right to engage a subcontractor to fulfil its obligations under the Agreement. Should Better Shelter engage a subcontractor, Better Shelter shall be liable for such sub-contractors as for its own obligations.

#### **15. PREMATURE TERMINATION OF THE AGREEMENT**

15.1. Each party shall have the right to terminate the Agreement by giving written notice to that effect to the other party (i) if the other party should commit a material breach of contract and neglect to remedy such breach of contract within thirty (30) days after receipt of notice to that effect, or (ii) if the other Party should declare himself insolvent, enter into liquidation, be declared bankrupt, initialise company reorganization, enter into composition proceedings or otherwise be considered as insolvent.

15.2. In addition to the provisions stated above Better Shelter shall at all times have the right to terminate the Agreement with immediate effect if (i) the Customer has delayed payments and the Customer do not pay the overdue invoice within the time limit set out in the reminder, or (ii) the ownership of the Customer is essentially changed.

15.3. A party that wants to terminate the Agreement according to this clause 15 shall notify the other party without unreasonable delay after the circumstance that warrants the termination was known or should have been known to that party.

#### **16. DISPUTES AND APPLICABLE LAW**

16.1. Any dispute, controversy or claim arising out of, or in connection with, this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce. The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, unless the institute – taking into account the complexity of the case, the amount in dispute and other circumstances – determines, in its discretion, that the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators. All arbitrators shall be appointed by the institute. The seat of arbitration shall be Stockholm, Sweden. The language of the arbitration shall be English.

16.2. This Agreement (including Clause 16.1) shall be governed by and construed in accordance with the laws of Sweden, excluding its conflict of laws principles providing for the application of the laws of any other jurisdiction.