

1 Application

1.1 These general terms and conditions apply to SafetyRespect AB's ("SafetyRespect") delivery of fall protection products and services to Customers. For all contracts, the general section of the terms and conditions (Section 1) applies and for sale, in addition to Section 1, SafetyRespect's general terms and conditions – sale (Section 2) applies, and for rental in addition to Section 1, SafetyRespect's general terms and conditions – rental (Section 3) applies and if mounting and/or training is included, except Section 1 and Section 2 or Section 3, SafetyRespect's general conditions – mounting (Section 4) and/or SafetyRespect's General Conditions – training (Section 5) will apply.

SECTION 1

**SAFETYRESPECT'S GENERAL TERMS AND CONDITIONS
PRODUCTS AND SERVICES**

2.1 In these general terms and conditions, "Product" means the fall protection products agreed by the parties for sale or rental, and "Service" means all deliveries not defined as Products (above), e.g. mounting and training.

2.2 SafetyRespect is responsible for ensuring that Products and Services by delivery meets the agreed specification. SafetyRespect undertakes to keep instructions for mounting, handling, supervision and care of Products and Services available to the Customer in ways that SafetyRespect deems appropriate.

2.3 SafetyRespect accepts no responsibility for the content in, for example, general marketing of Products and Services.

2.4 SafetyRespect is and remains the exclusive owner of all intellectual property rights related to the Products and Services.

3 ORDER/CONTRACT

3.1 Agreements are entered into through the Customer's acceptance of SafetyRespect's quotation. The quotation is binding for 30 days from the issue, unless otherwise stated in the quotation.

3.2 The parties' agreements for the sale/rental of Products and any Services consist of the quotation, these general terms and conditions and the Customer's acceptance of the quotation. If the Customer's acceptance contains information that conflicts with the content of the quotation or these terms and conditions, the content of the quotation and these terms and conditions shall prevail, unless SafetyRespect expressly accepts the conflicting terms and conditions.

3.3 Unless expressly agreed otherwise, it is the Customer's responsibility to inform SafetyRespect of the conditions at the place where the Product is to be mounted and used and any Services delivered. Customer shall disclose the intended use of the Product and any Services ordered.

3.4 SafetyRespect may, at the Customer's request and expense, assist the Customer in the design and planning phase of planned work where the Customer is considering using SafetyRespect Products and Services. SafetyRespect will assist the Customer in order to contribute to the Customer's assessment of what the planned work requires. The Customer is always responsible for ensuring that the Customer's order meets the planned work requirements.

4 ADDITIONAL ORDERS

4.1 For additional orders of Products and/or Service unless expressly stated otherwise in SafetyRespect's quote or SafetyRespect's confirmation of the additional order the terms of the original quote apply, including these terms and conditions.

5 DELIVERY, RECEPTION AND CONTROL

5.1 Unless otherwise agreed, for SafetyRespect Product deliveries FCA (Incoterms 2020) to specified place of delivery, will apply.

5.2 Unless otherwise expressly stated, the specified delivery time is always approximate. When the actual delivery date is known, SafetyRespect undertakes to inform the Customer.

5.3 The Customer shall perform an arrival check upon receipt of the Product. The Customer shall notify SafetyRespect of any defects in the Product within five (5) working days of receipt. The Customer is not entitled to claim any defects in the Product that were discovered or should have been detected by the Customer at arrival check if the Customer does not notify SafetyRespect within the specified time.

6 OWN MOUNTING ETC.

6.1 Mounting of Products, which is not carried out by SafetyRespect, shall be carried out by personnel who have undergone SafetyRespect's training for mounting.

6.2 If mounting is carried out by anyone other than SafetyRespect, the Customer must ensure that the mounting personnel has access to all relevant documentation and SafetyRespect's current mounting instructions for the Product.

6.3 The products are intended to be used for defined and specified purposes. Use of the Products for purposes other than the defined and specified purposes or in violation of any Customer agreement or these general terms will be at the Customer's own risk.

6.4 SafetyRespect assumes no responsibility for the Product or its functionality and safety if the Customer violates the provisions of this paragraph 6 or otherwise uses the Product in violation of these Terms and Conditions or any Customer agreements.

7 PRICE AND PAYMENT

7.1 SafetyRespect charges for Products and Services and also for expenses (e.g. food and lodging) according to SafetyRespect's applicable price list at the given time. If the parties agree on a price that deviates from the price list, it shall be documented in writing.

7.2 All prices are quoted excluding VAT and other public charges.

7.3 Unless otherwise agreed, SafetyRespect send invoices 1) immediately after completion of a delivery, 2) if the work lasts longer than 30 days, and for rental, monthly (calendar month) in arrears, and 3) in case of training, after completion of the course. Payment terms are 30 days net (from invoice date). In the event of late payment, SafetyRespect is entitled to late payments interest in accordance with the Swedish Interest Act and also to cancel any ongoing deliveries.

7.4 For sale, up to full payment SafetyRespect reserves title (ownership) of Products.

7.5 In addition, when renting:

- a) Agreed calendar day rental is the rental price per Product and day.
- b) All Products will be charged for all calendar days, i.e. also during weekends, holidays including banking holidays, and similar.
- c) Accessories are charged separately, as well as repair, inspection, and remediation costs.
- d) For any interruptions or downtime, for whatever reason, the Customer is not entitled to refund of rental charges.

8 LIABILITY, LIMITATION OF LIABILITY AND INSURANCE

8.1 In addition to what is specified about liability in Section 2, Section 3, Section 4 and Section 5 of these General Terms and Conditions, the following applies to liability and limitation of liability between the parties.

8.2 SafetyRespect is not responsible for damage:

- (a) resulting from, for example, delay, interruption or downtime not caused by SafetyRespect's negligence;
- (b) due to the Customer's incorrect, unclear or incomplete information;
- (c) caused by circumstances arising after the delivery of the Products and/or Services;
- (d) due to the Customer or third party's non-compliance with SafetyRespect's handling information or instructions;
- (e) that the Product and/or Services cause on other property when the Product is with the Customer;
- (f) otherwise caused by improper handling, improper mounting, Customer's own repair, use of unauthorized spare parts, neglected maintenance or normal wear and tear; or
- (g) is due to the Customer's staff not participated in prescribed training or education.

8.3 SafetyRespect's liability for damage is always limited to direct damage suffered by the Customer due to SafetyRespect's breach of contract and caused by SafetyRespect through negligence. SafetyRespect is never liable for indirect damages.

8.4 SafetyRespect's total liability is limited to €100,000 and claims must be made within 2 years of the damage occurring.

8.5 SafetyRespect has product responsibility for the Product according to the applicable product liability law. SafetyRespect has product liability insurance.

8.6 Customer shall hold SafetyRespect harmless from any third-party claims against SafetyRespect if such claim is wholly or partly due to the Customer's use or otherwise operation with the Product in violation of the agreement or these terms and conditions and the claim could have been avoided if the Customer had used the Product correctly.

8.7 Party is relieved of liability for failure to fulfil obligations under the agreement if the failure is due to circumstances beyond the party's control. Liberating circumstance is war or warlike acts, government restrictions, fire, strike, lockout, prohibition or other similar event, provided that the affected party immediately notify the other party in

writing of the event. If the liberating circumstance persists for 3 months or more, the other party has the right to terminate the contract with immediate effect. In the event of a liberating circumstance, SafetyRespect always has the right to immediately cancel training that has not started. In the event of a proper termination or cancellation of training under this paragraph, no damages will be paid on the basis of the termination.

88 SafetyRespect and the Customer shall hold standard liability insurance, unless otherwise agreed.

9 DATA PROTECTION

9.1 SafetyRespect records data about Customers, its employees and participants in training to the extent necessary to comply with the agreements entered into and otherwise complies with all relevant data protection legislation, including that the data subject is always entitled to know what data SafetyRespect stores and the right to request that data be deleted (unless SafetyRespect has a legal basis for retaining the data).

10 EARLY TERMINATION

A Party has the right to terminate the agreements with immediate effect if:

- (a) the other party has failed to fulfil a substantial part of its obligations under the agreement and has not, within 10 days after being notified in writing, taken corrective action; or
- (b) the other party has been declared bankrupt, has initiated corporate restructuring, initiated composition proceedings or otherwise can be considered to be insolvent.

11 CHOICE OF LAW AND DISPUTE

11.1 These general terms and conditions shall be interpreted in accordance with Swedish material law, without applying its conflict of laws rules.

11.2 Disputes arising out of this Agreement shall be finally settled by arbitration under the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of the proceedings shall be Stockholm.

SECTION 2

SAFETYRESPECT'S GENERAL TERMS AND CONDITIONS SALE

12 WARRANTY

12.1 SafetyRespect is responsible for ensuring that Products comply with the agreed specification.

12.2 Any Product deviation from what is stated in paragraph 12.1, is considered a defect. SafetyRespect's liability for defects in a Product is limited to defects that existed at the time of delivery to the Customer and which complaint has been submitted in writing in accordance with paragraphs 12.4 and 12.5. and never later than within 12 months of delivery.

12.3 SafetyRespect is only responsible for errors that occur under the conditions foreseen in the agreement. SafetyRespect's liability does not include consumables or errors in Products:

- (a) due to the Customer's incorrect, unclear or incomplete information;
- (b) caused by circumstances arising after the delivery of Products;
- (c) due to the Customer or third party's non-compliance with SafetyRespect's handling information or instructions; or
- (d) otherwise caused by improper handling, improper mounting, Customer's own repair, use of unauthorised spare parts, neglected maintenance or normal wear and tear.

12.4 The Customer shall check and submit any Product complaint in accordance with section 5.3. The Customer is not entitled to later make any Product claims based on defects the Customer should have discovered during such verification.

12.5 If the Customer consider that a Product is faulty, the Customer shall notify SafetyRespect in writing of this promptly, but no later than five (5) working days after the Customer first discovered or should have discovered the defect. The Customer's notice should contain a clear description of the defect and its effect.

12.6 If a Product is defective in accordance with paragraph 12.2 above and the Customer is entitled to claim the defect against SafetyRespect, SafetyRespect undertakes to at its option

- (a) remedy the defect,
- (b) delivery of a replacement Product, or
- (c) credit the Customer for the defective Product.

The parties may also agree that the Customer should instead be

granted a price reduction.

12.7 Replacement Products are subject to the warranty period remaining for the original Product.

12.8 Upon return of defective Products, the Customer shall always comply with SafetyRespect's guidelines for return and complaint handling, unless otherwise agreed specifically between the parties. The Customer shall, if requested by SafetyRespect, return the defective Product to SafetyRespect at the Customer's risk and expense. The Customer is not entitled to use or dispose of complained Products unless SafetyRespect has given its written approval.

12.9 SafetyRespect's liability for defects in Products, including the definition of defects, is exhaustively regulated in this paragraph 12. Neither the Swedish Sales Act (1990:931) nor the United Nations Convention On Contract For The International Sale Of Goods apply to the delivery and purchase of Products or to the Parties' agreements in general.

SECTION 3

SAFETYRESPECT'S GENERAL TERMS AND CONDITIONS RENTALS

13 USE ETC.

13.1 The Customer undertakes to use the Product during the rental period for the agreed purpose and tasks and at the agreed location. The Customer does not have the right to move the Product or allow anyone other than the Customer to use the Product without SafetyRespect's written approval.

13.2 The Customer undertakes to use the Product only in accordance with SafetyRespect's information and instructions and all applicable laws and regulations.

13.3 If the Customer uses the Product in violation of the agreement or SafetyRespect's instructions and this entails increased wear and tear or damage, SafetyRespect has the right to charge the Customer for the cost of either repairing or disposing of such Product.

13.4 SafetyRespect has the right to fix its own signs with the SafetyRespect logo etc. on the Product.

13.5 The Customer is responsible for product care and maintenance during the rental period. The Customer also bears any risk of loss of or damage to the Product, for whatever reason, during the rental period. It is the Customer's responsibility to keep the Product insured. The Customer shall immediately inform SafetyRespect if any loss or damage to the Product occurs. In the event of damage, SafetyRespect has the right to charge the Customer for the cost of either repairing or disposing of the Product. In the event of a total loss, SafetyRespect has the right to charge the cost incurred. In the event of theft, it is the Customer's responsibility to report to the police without delay.

13.6 SafetyRespect has the right to inspect the Product during normal working hours and after informing the Customer, including inspect and control the Customer's handling and use of the Product.

13.7 SafetyRespect retains title (ownership) of the Product for the duration of the rental period. The Customer acquires no right to Product other than as set out in these terms and conditions and the agreement. Customer may not use Product in any way that risks jeopardising SafetyRespect's right to the Product.

13.8 Upon return, the Customer must ensure that the Product is cleaned and taking into account normal wear and tear in good condition. If the Product is in worse condition than normal wear and tear, SafetyRespect has the right to repair and clean the Product at the Customer's expense or, if repair is not possible, at the Customer's expense discard the Product.

14 RENTAL PERIOD

14.1 The rental period shall be specified by the parties in the agreement, e.g. in the accepted quotation. The rental period begins on the agreed date of delivery, according to the agreed terms of delivery, and ends on the date of return of the Product under agreed return terms.

14.2 The agreed rental period is binding, and the Customer is not entitled to cancel any part of the rental period, without this being specifically agreed with SafetyRespect.

15 WARRANTY

15.1 The Customer is responsible for the conditions at the workplace and to keep SafetyRespect informed of any applicable rule and safety regulation.

15.2 A Product is defect if it deviates from the agreement. In case of defect in Product, SafetyRespect undertakes to remedy the defect free of

charge to the Customer through repair or redelivery. If SafetyRespect fails to remedy the deficiency within a reasonable time, the Customer is entitled to a deduction of the rental fee by an amount that is reasonable. In order not to lose its right to claim a Product defect, the Customer shall submit a complaint regarding the defect immediately and not later than within five (5) working days after the defect was discovered or should have been discovered.

153 SafetyRespect is only responsible for deviations that occur under the working conditions foreseen in the contract. SafetyRespect is not responsible for errors caused by the Customer's incorrect, vague, or incomplete information. SafetyRespect has no liability for errors caused by circumstances arising after the Product has been delivered, any negligence of the Customer or third parties or Force Majeure (as referred to in paragraph 8.7 above) or other circumstances beyond SafetyRespect's control.

16 AFTER TERMINATION OF THE AGREEMENT

16.1 After the rental period, product must be dismantled and returned to SafetyRespect at the designated location. The Customer is responsible for taking these measures.

16.2 If there is a basis for early termination pursuant to paragraph 10, SafetyRespect has the right to immediately dismantle and return the Product at the Customer's expense. The Customer is obliged to provide SafetyRespect access to the site in order to perform dismantling and return.

SECTION 4

SAFETYRESPECT'S GENERAL TERMS AND CONDITIONS MOUNTING

17 DELIVERY AND MOUNTING

17.1 Mounting is carried out at the Customer designated location and according to the specified timetable for the mounting. The specified timetable is, unless expressly specified, preliminary and subject to change. In the event of more than minor changes to the schedule, SafetyRespect shall inform the Customer of the changes.

17.2 SafetyRespect undertakes to perform mounting in a professional manner. Installation must be carried out by personnel trained for mounting.

17.3 SafetyRespect undertakes to ensure that its staff and any subcontractors comply with the rules and safety regulations that apply at the workplace. However, it is the Customer's responsibility to keep SafetyRespect and its staff and any subcontractors informed of all relevant rules and regulations.

17.4 SafetyRespect has the right to use a subcontractor for the performance of all or part of the Service. If SafetyRespect hires a subcontractor, SafetyRespect is responsible for the subcontractor's work as for its own and for ensuring that such personnel have relevant training.

18 CUSTOMER COMMITMENTS

18.1 The Customer shall appoint a contact person who, on behalf of the Customer, is responsible for coordinating projects with SafetyRespect.

18.2 The Customer is responsible for the location where mounting is to be carried out. This responsibility includes, among other things, to ensure that that the location where the Service is to be performed is prepared for SafetyRespect handling and actions and that the personnel who will perform the mounting can be given access to the location in a manner and to the extent necessary for the mounting to be carried out in accordance with the agreement between the Parties.

18.3 It is the Customer's responsibility to inform SafetyRespect of specific conditions at the mounting site that SafetyRespect needs to be aware of. If information about specific circumstances has not been made known to SafetyRespect prior to the quotation, SafetyRespect has the right to charge the Customer in addition to the offered price for additional costs caused by such special circumstances.

18.4 The Customer is responsible for the operations at the mounting site, unless otherwise specifically agreed. Customer is responsible for ensuring that the mounting of Products in accordance with the Agreement does not infringe third party's rights, such as ownership or the right of disposal.

18.5 The Customer is responsible for providing SafetyRespect on site with the equipment and other facilities specified in the quote and the

equipment and other facilities that SafetyRespect may otherwise reasonably assume shall be located at the mounting site. The Customer shall also offer and provide SafetyRespect assistance to a reasonable extent.

18.6 The Customer shall ensure that SafetyRespect staff have access to appropriate personnel facilities at the site of the Service's performance, such as shed establishments and similar.

18.7 SafetyRespect is not responsible for any error or delay due to the Customer's failure to fulfill any of its commitments under this paragraph 18. SafetyRespect has the right to charge the Customer for additional costs incurred because of the Customer's non-compliance.

19 WARRANTY

19.1 If the Service deviates from what SafetyRespect undertakes in these Terms, in particular in paragraph 17 above, there is a Service defect. In the event of a Service defect, SafetyRespect undertakes to remedy the defect free of charge by performing the Service again within a reasonable time. If SafetyRespect fails to remedy the deficiency within a reasonable time, the Customer is entitled to a price reduction by a reasonable amount. In order to be entitled to claim a defect in the Service, the Customer must notify about the defect immediately and at least no later than five (5) working days after the defect was discovered or should have been discovered.

19.2 SafetyRespect is only responsible for defects that occur under the working conditions foreseen in the contract. SafetyRespect is not responsible for errors caused by the Customer's misrepresentation, vague or incomplete information. Liability also does not include errors caused by circumstances arising after the completion of the Service, any negligence by the Customer or third parties, or Force Majeure (as referred to in paragraph 8.7 above) or other circumstances beyond SafetyRespect's control.

19.3 Assessment grounds for a deficiency and SafetyRespect's liability for a deficiency in the Service are exhaustively regulated in this paragraph 19.

SECTION 5

SAFETYRESPECT'S GENERAL TERMS AND CONDITIONS TRAINING

20 BOOKING AND CANCELLATION

20.1 Booking applications are handled in the order in which they are received by SafetyRespect and a booking is binding when confirmed by SafetyRespect. If cancellation occurs earlier than seven (7) days before the agreed course start, 20% of the course fee will be charged. If cancellation occurs before the start of the course and within seven (7) days from the start of the course, 80% of the course fee will be charged. A confirmed course may be transferred to another person.

20.2 SafetyRespect reserves the right to cancel a booked course due to illness, not reached the minimum number of participants (unless otherwise stated, section 21.1 applies) and at Force Majeure (see paragraph 8.7). If SafetyRespect cancel the course, the course registration will cease to be binding.

21 NUMBER OF PARTICIPANTS

21.1 Unless otherwise specified, at least the minimum number of participants specified for the course must be enrolled in order for a course to be held.

22 MEDICAL REQUIREMENTS

22.1 Course participants must be healthy and must confirm in writing that they are healthy at the beginning of the course.

23 COURSE RESULT

23.1 Course participants are assessed both practically and theoretically (some courses also have theoretical tests). Upon passing the course, participants are entitled to a course certificate valid for 3 years from issue (except on TTU courses with a validity period of 1 year). Participants not passing the requirements are invited to rejoin the course, subject to availability, at the next course session with a 10 % course fee discount.