

# Contract of Sale

This supply and delivery agreement (this "Agreement") is entered into on this day

BETWEEN:

**Ekatech AB**, reg. no. SE556625-2481 (VAT no. SE556625248101),  
Södra Nissastigen 41, 333 32 Smålandsstenar, Sweden  
"Ekatech"  
and

the "Purchaser"

The above parties are hereinafter each referred to as a "Party" and jointly as the "Parties".

## 1. AGREEMENT DOCUMENTS AND ORDER OF PRECEDENCE

Orgalime SI 14 General Conditions for the Supply and Installation of Mechanical, Electrical and Electronic Products ("Orgalime") applies to this Agreement. This Document (i.e. the main body of the Agreement), its Appendices and Orgalime supplement each other unless circumstances indicate otherwise. Should any contradiction arise between the terms and conditions of this Document, any of its Appendices and/or Orgalime, the following order shall take precedence:

1. This Document
2. Appendix 1 – Product Specification
3. Appendix 2 – Scope and Terms of the Works
4. Orgalime SI 14 General Conditions for the Supply and Installation of Mechanical, Electrical and Electronic Products

## 2. SUPPLY AND INSTALLATION

- 2.1. Ekatech manufactures the Products in accordance with the specification in Appendix 1 (the "Products"). The Purchaser wishes to purchase the Products in accordance with the provisions of this Agreement.
- 2.2. Factory Acceptance Test ("FAT") shall take place 14 weeks after the Purchaser signs the contract. Appendix 1 shall be the basis for the Factory Acceptance Test.
- 2.3. Delivery of the Products shall be made DAP as stated in 8. below, 14 days after FAT (the "Delivery Date").
- 2.4. Ekatech shall perform installation of the Products and other services as set forth in Appendix 2 (the "Works"). Monday after delivery, Ekatech shall start the installation at the Purchaser's plant.
- 2.5. Site Acceptance Test ("SAT") shall take place after finished installation. Appendix 1 shall be the basis for the Site Acceptance Test.

## 3. PRICE AND PAYMENT

- 3.1. The price for the Products (the "Agreed Price") is

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3.2. The Agreed Price shall be paid against Ekatech's invoice:

- 10 % upon execution of this Agreement;
- 80 % upon accepted Factory Acceptance Test
- 10 % upon accepted Site Acceptance Test

Unless otherwise stated on the invoice, all invoices shall be paid within 10 days.

3.3. Ekatech shall be entitled to withhold its performance irrespective of the reason for the Purchaser's failure to pay in due time.

## 4. RETENTION OF TITLE

4.1. Ekatech reserves the ownership of the Products and shall be entitled to repossess the Products until the Purchaser has fulfilled all of its payment obligations under this Agreement.

4.2. Until the Purchaser has fulfilled all of its payment obligations under this Agreement, the Purchaser shall take any measures necessary in accordance with applicable law to protect Ekatech's title to the Products. Without limitation, the Purchaser shall thus keep the Products labelled as property of Ekatech, and neither sell, pledge, transform or connect the Products to other property or otherwise dispose of the Products or part thereof.

## 5. WARRANTY

5.1. Ekatech represents and warrants that the Products shall:

- i. conform with the specifications in Appendix 1;
- ii. be free from any lien or encumbrance; and
- iii. not infringe any intellectual property rights of a third party.

5.2. The warranties contained in the foregoing shall be limited to those defects that becomes apparent within twelve (12) months from the taking-over, or up to 100 000 pallets produced, whichever occurs first.

5.3. Electrical motors, electric/electronic components referred to as "Third Party Tools" in Appendix 1 are guaranteed under the terms of the manufacturer's warranty.

5.4. Unless otherwise stated in the foregoing, Ekatech provides warranty as per the conditions specified in Orgalime.

## 6. CONFIDENTIALITY

6.1. The Parties hereby undertake, during the term of the Agreement and thereafter, not to disclose to any third party information regarding this Agreement, nor any other information which the Parties have received, whether written or oral and irrespective of form. The Parties agree and acknowledge that such information may be used solely for the fulfilment of the obligations under the Agreement and not for any other purpose.

6.2. This confidentiality undertaking does not apply to information which

- a. at the date of its disclosure is in the public domain or at any time thereafter comes into the public domain (other than by breach of this Agreement); or
- b. the receiving Party can evidence, was in its possession or was independently developed at the time of disclosure and was not obtained, directly or indirectly, by or as a result of breach of a confidentiality obligation.

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6.3. Neither shall this confidentiality undertaking apply to the extent that any Party is required to make a disclosure of information by law or pursuant to any order of court or other competent authority or tribunal. In the event that any Party would be required to make any such disclosure, each Party undertakes to give the other Party immediate notice prior to any such disclosure, in order to make it possible for the other Party to seek an appropriate protective order or other remedy. Each Party also agrees and undertakes to use its best efforts to ensure that any information disclosed under this section, to the extent possible, shall be treated confidentially by anyone receiving such information.

## **7. GOVERNING LAW AND JURISDICTION**

7.1. This Agreement shall be governed by the substantive law of Sweden law without regard to its conflict of law principles.

7.2. 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 "SCC"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators.

7.3. The seat of arbitration shall be Stockholm, Sweden.

7.4. The language to be used in the arbitral proceedings shall be English.

7.5. The Parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not be disclosed to a third party without the prior consent by the other Party. Exceptions to the foregoing shall only apply to the extent that disclosure may be required of a Party due to mandatory law, an order of a competent court or public authority, or to protect, fulfil or pursue a legitimate legal right or obligation or to enforce or challenge an award.

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This Agreement has been duly executed in two (2) original copies, of which each of the Parties has taken one copy.

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**8. PURCHASE ORDER**

The customer orders the following products:

Robot nailer RN4017	Unit(s)
Equipped with two BeA 527 DCC and two BeA 102 DC	
Equipped with two Bostich IC60 and two Bostich N400	
Extra nailing machine module	Unit(s)
Increased table height	Unit(s)
Pneumatic drilling module	Unit(s)
Conveyor belt	Unit(s)
Base unit Leg machine LM3017-AS	Unit(s)
DS-LM3017 Block Destacker	Unit(s)
BC-LM3017 Block Cutting Optimizer	Unit(s)

Total price

Place of delivery

Date:

Date:

EKATECH AB