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2025-06-19
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2025-08-19

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Scanunit General Terms of Purchase (GTP)

1. General Provisions

These General Terms of Purchase ("GTP") apply to all purchases of goods and/or services made by Scanunit AB ("Scanunit") from any supplier ("Supplier"), unless explicitly agreed otherwise in writing. Any deviation from these GTP requires Scanunit's express written consent. Supplier's own terms and conditions shall not apply, even if referred to in quotations, order confirmations, or other correspondence.

2. Orders and Documentation

Purchase Orders ("PO") shall always be provided in writing and include a clear specification of goods or services, price, quantity, delivery terms, and other applicable requirements. The Supplier shall provide all documentation, certificates, manuals, and instructions stipulated in the PO or reasonably required for proper use, maintenance, or resale of the delivered goods and/or services.

3. Prices and Payment

Prices stated in the PO are fixed, exclusive of VAT, and include all related costs unless otherwise explicitly agreed in writing (including transportation, packaging, insurance, customs duties, and related charges). Payment terms shall be net 30 days from Scanunit's receipt of a correct invoice and the Supplier's complete and successful delivery, unless otherwise agreed. Scanunit reserves the right to withhold payment in full or in part in the event of defects, non-conformities, or delays.

4. Delivery, Delay, and Liquidated Damages

Unless otherwise agreed, deliveries shall be made DDP (Delivered Duty Paid, Incoterms 2020) to Scanunit's designated location. Time of delivery is of the essence. The Supplier must immediately notify Scanunit in writing if a delay is anticipated. Delays entitle Scanunit to the following remedies:

- Delay liquidated damages amounting to 1% of the total PO value per commenced calendar week of delay, up to a maximum of 5%.
- Payment of liquidated damages is Scanunit's exclusive remedy for delay until the maximum of 5% is reached. Upon reaching this limit, Scanunit (or its customers, if applicable) shall be entitled to terminate the affected delivery or the entire PO.
- In case of termination due to delay, if Scanunit incurs additional claims, damages, or losses from its end customers resulting directly from the Supplier's delay, the Supplier's total aggregate liability (including previously paid or payable liquidated damages) shall be capped at 15% of the affected PO value.

5. Quality, Inspection, and Acceptance

The Supplier warrants that all delivered goods and services fully comply with agreed specifications, are free from defects, suitable for their intended purpose, and comply with relevant standards and regulations. Scanunit is entitled to inspect goods at any reasonable time, including during production, and to reject non-conforming goods or services.

6. Warranty

Unless otherwise agreed, the Supplier provides a warranty period of twelve (12) months from the later of (a) the date of delivery, or (b) the date of completed commissioning (first operation/use). In no event shall the warranty period exceed eighteen (18) months from the date of delivery, irrespective of commissioning date. Goods repaired or replaced under warranty shall be warranted for an additional period of six (6) months from completion of the repair or replacement. During

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the warranty period, the Supplier shall promptly remedy defects at its own expense, including costs related to transportation, disassembly, reassembly, and commissioning.

7. Free-Issued Materials and Handling Responsibilities

Scanunit may, at its discretion, supply components, parts, or materials ("Free-Issued Materials") to the Supplier for incorporation into goods or services under a PO. Upon receipt, the Supplier must immediately verify the delivered Free-Issued Materials against the accompanying Bill of Materials (BoM) or Delivery Specification. The Supplier must confirm receipt and the result of verification in writing to Scanunit within five (5) working days of delivery. Failure to notify discrepancies or shortages shall constitute acceptance of the Free-Issued Materials in good condition. The Supplier shall store Free-Issued Materials securely, separately, and clearly marked as Scanunit's property. The Supplier shall bear sole responsibility for loss, damage, deterioration, or misuse after receipt. Free-Issued Materials shall remain the property of Scanunit at all times and shall only be used for the purpose stated in the relevant PO.

8. Liability and Insurance

The Supplier shall be liable for direct losses arising from defects, delays, or breaches of contract, limited to 50% of the PO value per order. This limitation excludes liabilities mandated by applicable law or covered by the Supplier's insurance. The Supplier shall maintain adequate general liability insurance, including product liability coverage, in line with industry standards. Proof of insurance coverage shall be provided upon Scanunit's request.

9. Force Majeure

Neither party shall be liable for failure or delay in performance caused by Force Majeure (including war, natural disasters, strikes, or governmental actions beyond reasonable control), provided the affected party promptly informs the other party in writing. If the Force Majeure event continues beyond sixty (60) calendar days, Scanunit may terminate the affected PO without liability.

10. Termination and Suspension

Scanunit may terminate a PO immediately, in whole or in part, by written notice to the Supplier if:

- The Supplier materially breaches its obligations and fails to remedy such breach within ten (10) working days after receiving written notice.
- The Supplier becomes insolvent, files for bankruptcy, or enters liquidation proceedings.
- The Supplier consistently fails to meet agreed delivery dates or demonstrates clear inability to fulfill its contractual obligations.

In the event of termination, Scanunit will only be liable for goods/services delivered and accepted prior to termination. Scanunit retains the right to compensation for direct losses arising from Supplier's breach.

Scanunit may temporarily suspend Supplier's performance (fully or partially) through a written stop order for up to ninety (90) calendar days due to internal or external project delays. During suspension:

- Supplier shall take all reasonable measures to minimize costs and maintain readiness for resumption of performance.
- Scanunit shall reimburse the Supplier only for direct, documented, and reasonable storage costs incurred during suspension.
- No other compensation shall be payable during the suspension period.



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11. Limitation of Liability

Neither Scanunit nor its affiliates, employees, or representatives shall be liable to the Supplier for any indirect or consequential losses or damages arising from or related to the PO, including but not limited to:

- Loss of profit
- Loss of revenue
- Loss of contracts or business opportunities
- Loss of use or production
- Damage to reputation

Scanunit's total aggregate liability under any PO shall be limited to the value of the affected PO, except where explicitly required by applicable mandatory law or otherwise agreed in writing.

12. Compliance and Code of Conduct

The Supplier shall comply with all applicable laws and regulations concerning anti-bribery, human rights, environmental protection, sanctions, export control, and data protection. The Supplier shall operate under its own Code of Conduct or, in its absence, adopt and comply with Scanunit's Code of Conduct (available at: <https://scanunit.se/code-of-conduct>). Scanunit may terminate the contract in case of material breach of the Code of Conduct after providing written notice and a reasonable opportunity for the Supplier to rectify the breach.

13. Governing Law and Disputes

These General Terms of Purchase and any disputes arising out of or in connection with a PO shall be governed by and interpreted in accordance with Swedish law.

In the event of a dispute, the parties shall first seek to resolve the matter amicably through good-faith negotiations. If the dispute cannot be resolved by negotiations within thirty (30) calendar days following written notice from either party, it shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (SCC). The arbitration shall be held in Gothenburg, Sweden, and conducted in English.