

Appendix A1 STANDARD LEGAL TERMS

1. OPENING REMARKS

- 1.1 These standard legal terms (the “**Terms**”) apply to all orders for goods during the agreed term (the “**Goods**” and the “**Order**”) from any current or future company within STARK GROUP A/S (the “**Buyer**” or “**Group Company**”) and any member of the group of companies to which the supplying person or entity belongs (each a “**Supplier**”) (the Buyer and the Supplier together the “**Parties**”, each a “**Party**”).
- 1.2 This agreement is a framework agreement and it comprises: the standard commercial terms, the pricelists, the Terms, the Buyer’s supplier manual from time to time and various appendices if listed specifically in those documents (the “**Agreement**”). The Swedish national industry standard ABM07 shall apply but only to all Orders made by Beijer Byggmaterial AB, if any and only to the extent that ABM07’s terms are not inconsistent with this Agreement. For the avoidance of doubt, nothing in ABM07 shall limit the Supplier’s liability further than stated in this Agreement. This Agreement replaces all prior Agreements from its date between the companies in those groups relating to supply of Goods and services, except as otherwise specifically set out in this Agreement.
- 1.3 The Terms supersedes all of the Supplier’s standard terms and conditions and any such standard terms and conditions are void and shall not be binding for any Group Company.
- 1.4 Only written changes to the Agreement, including the Terms, signed by both Parties that specifically indicate that they change the Agreement will be binding for the Parties.
- 1.5 The Buyer will have the right at all times to assign any of its rights or obligations under the Agreement to a direct or indirect wholly owned subsidiary of the Group.

2. TERMINATION

- 2.1 Either Party may at any time terminate the Agreement by giving written notice to the other Party of no less than 3 months.
- 2.2 The Agreement shall continue to apply unchanged until the expiry of any termination period. The Supplier shall fulfil any Order given prior to expiry of the Agreement and honor any related rebate or bonus (pro rated) on the terms set forth in the Agreement, and the terms of the Agreement shall apply to any subsequent dispute between the Parties.
- 2.3 If the Supplier terminates the Agreement, and if required by the Buyer, the Supplier shall take back all unsold Goods in merchantable condition at purchase price and with no deductions or fees of any kind. This section 2.3 does not apply to Private Label Goods or if this agreement is terminated due to Buyer’s material breach of contract.

3. DELIVERY

- 3.1. Unless stated otherwise in the Order or the Agreement, the Goods and any related documents shall be delivered at the time and delivery address set out in the Order, or in accordance with previous standard and within reasonable time, should no specific delivery time be agreed.

4. VAT

- 4.1. The price quoted and agreed for the relevant Goods is exclusive of value added tax or sales tax, but inclusive of all other fees. Following correct delivery of the Goods, the Supplier shall issue to the Buyer a valid VAT invoice or (if applicable) a zero-rate invoice issued by an EU VAT registered business covered by Intrastat in respect of the Goods.

5. CONFIDENTIALITY

- 5.1. For a period of 2 years from the termination of the Agreement, the Parties each agree to keep confidential all information and knowledge obtained in connection with the cooperation and supply of Goods and the content of the Agreement, unless that information:
 - (i) is in the public domain without breach of the Agreement;
 - (ii) was legally acquired from sources other than the disclosing Party; or
 - (iii) is required to be disclosed by applicable and relevant law, competent court, tribunal, securities exchange or regulatory or governmental body.

- 5.2. The Supplier is not permitted to advertise, reference or in any other way, use any trademarks, names or other intellectual property belonging to a Group Company, unless prior written consent of content, use, form and nature hereof has been given. Any such given consent can be withdrawn by Buyer at any time.

6. PRODUCT INTEGRITY

- 6.1. The Buyer desires to buy safe products for onward sale to its own customers that comply with the law and accepted industry standards and conform to an agreed specification and commercial arrangements. It expects its suppliers to stand behind the products that they sell to the Buyer and to provide it from time to time with reassurance, including reasonable rights of audit, and information on all or any part of that quality management system.

7. WARRANTY ON GOODS

- 7.1. The Supplier warrants to the Buyer that the Goods:
- (i) comply with all relevant laws, regulations, recognized codes of practice, standards and guidelines issued by any relevant governmental, regulatory or trade body from time to time;
 - (ii) conform to the agreed specification in terms of nature, quantity, quality, description, packaging and fit for purpose for the Goods stated specifically in the relevant Order and for the purposes for which comparable goods would ordinarily be used;
 - (iii) are free from any defects: and
 - (iv) are not limited by or infringe any third-party rights, including any intellectual property rights.
- 7.2. This product warranty shall remain in force for as long as, and to the extent that, any ultimate customer (professional or private) may raise or maintain claims against any Group Company, and for any kind of defect and/or non-conformity relating to the Goods under applicable law or national industry standards.

8. NON-CONFORMING GOODS

- 8.1. Non-conforming Goods impact the Buyer as well as the experience of the Buyer's customers and thereby the reputation of Buyer. The Supplier agree that all remedies available to the Buyer in the event of non-conforming Goods need to be flexible and effective, and Supplier agrees to also be responsive and flexible in seeking solutions, also outside the descriptions below. Furthermore, it is agreed that the Buyer can choose from any of the following remedies:
- (i) **Replacement** - the Supplier replaces the non-conforming Goods with fully conforming Goods without undue delay,
 - (ii) **Proportionate reduction** – the Supplier credits the Buyer an amount equal to the reduction in the value of the non-conforming Goods,
 - (iii) **Claim damages** – the Buyer may claim damages for any loss or damage incurred by any Group Company, or customer, as a consequence of the non-conforming Goods in accordance with applicable law,
 - (iv) **Cancel Order and claim damages** – If the non-conforming goods causes a material breach of contract, the Buyer can cancel the Order and claim damages as described above

9. PRODUCT RECALL

- 9.1. Goods may be recalled or a product warning related to the Goods may be initiated if:
- (i) required by law, instruction by Government body or agent, or following regulatory requirements, or
 - (ii) if the return-rate of defective Goods supplied to the Buyer by the Supplier is 5% or greater during any preceding running 12-month period and as a consequence a product recall is deemed reasonably necessary by the Buyer.
- 9.2. The Supplier shall promptly provide the Buyer with all necessary assistance to enable the product recall or product warning to be conducted efficiently and with due urgency. Where the product recall or product warning results from any breach by the Supplier of its obligations under the Agreement, the Supplier shall be liable for any loss, cost, claim, damage or expense which the Buyer may incur arising directly out of or in connection with any such product recall or product warning.

10. SET-OFF

- 10.1. The Buyer shall have the right to deduct any costs, fees, damages or payments due to the Buyer and thereby lawfully reduce any payment to the Supplier.

11. LIABILITY

- 11.1. To the extent not governed in the Terms, general law on liability applies. The Supplier shall be liable towards the Buyer and its customers under the applicable general law of liability for:
- (i) any loss, costs or damages, which a Group Company or any of its customers or employees may incur as a consequence of any non-conformance or defect in the Goods or non-conformance with the Agreement;
 - (ii) any product liability, which a Group Company may be subject to from any third-party due to non-conforming Goods, including from employees and customers; and
 - (iii) any other relevant claims from any third-party against a Group Company arising out of, or in connection with any defect in the Goods or non-conformance with the Agreement.
- For the sake of clarity, the Supplier shall not be liable for any undertaking by the Buyer towards its customer beyond the liability under the general law.

12. INSURANCE

- 12.1. The Supplier shall take out and keep in force a product liability insurance on common locally accepted terms and with a reputable insurance company and with an agreed sum of no less than the expected annual value of its sales. The Supplier shall upon Buyer's request inform the Buyer of the name of its insurer and/or insurance broker. The Supplier authorizes the Buyer to contact its insurer and/or insurance broker and request an insurance certificate to the Buyer documenting the agreed minimum insurance requirements are fulfilled.

13. OWN BRAND / PRIVATE LABEL

- 13.1. If the Goods are "private label" or "own brand"-goods produced by the Supplier for the Buyer in accordance with a specification stipulated by the Buyer and using a Group Company owned brand name, the Supplier agrees that the terms of the "private label" schedule in the Buyer's supply manual will apply. In addition, the Supplier agrees that:
- (i) the relevant Group Company owns and retains all rights to the relevant name, logo or brand, at all times;
 - (ii) in respect of the Goods, the relevant Group Company has ownership rights as soon as the Goods are produced by the Supplier;
 - (iii) it has no rights to the brand name, logo or other intellectual property rights, and must not in any way make use hereof; and
 - (iv) undertakes not to market, register or in any other way use the brand name or any other similar names and/or logos/designs and/or any names and/or logos/designs that can be mistaken for that brand name.

14. CODE OF CONDUCT AND POLICIES

- 14.1. The Supplier is committed to complying with the Buyer's Code of Conduct and other policies. The main principles are set out at www.starkgroupsourcing.com/supplier. Alternatively, the Supplier is committed to its own Code of Conduct which it warrants corresponds to the Code of Conduct of the Buyer and the general guidelines adopted by publicly quoted companies within the Nordic countries.

15. LAW AND JURISDICTION

- 15.1. The Agreement and any non-contractual obligations arising out of or in connection with the Agreement shall be governed by, and construed in accordance with the laws of the country of incorporation of the Buyer and each Party irrevocably submits to the exclusive jurisdiction of the courts of the Buyer's home country, in respect of any claim or matter arising out of or in connection with the Agreement.

16. ORDER OF PRECEDENCE

- 16.1. The order of precedence of the Agreement: Appendix A2 (Standard Legal Terms Exceptions schedule), Appendix A1 (Standard Legal Terms), Appendix A3 Cooperation/trade agreement Exceptions Schedule), Appendix A4 (Cooperation/trade agreement Exceptions on Settlement Schedule), Cooperation/trade agreement, other documents.