1. APPLICATION AND AGREEMENT

1.1 These terms (the "Terms") govern quotations, orders and deliveries by Artek Solutions AB, reg. no. 559533-8830 ("Artek"), of pallets and related products ("Products") to business customers ("Customer"). They do not apply to consumers. Artek acts as contractual seller unless otherwise expressly agreed in writing.

1.2 Products are designed and manufactured by independent third parties ("Manufacturer"). Artek does not manufacture, modify or independently test Products. The Manufacturer does not become a party to the Customer's purchase contract by assisting with technical questions or complaints.

1.3 These Terms apply where referenced and made available to the Customer before the contract is formed. Customer purchase terms are excluded unless expressly accepted by Artek in writing. In the event of conflict, an individually signed agreement prevails, followed by expressly agreed deviations in Artek's written order confirmation ("Order Confirmation"), the incorporated technical product specification as regards technical characteristics only, and these Terms. Oral promises are not binding unless confirmed in writing by Artek. The version accepted for the relevant order applies; later website updates do not apply retroactively.

2. QUOTATIONS AND ORDERS

2.1 Quotations are non-binding unless expressly stated otherwise. A contract is formed only when Artek issues an unconditional written Order Confirmation. Acknowledgements, preliminary delivery dates and preparatory work do not constitute acceptance. Customer orders remain open for Artek's acceptance for 14 days unless otherwise agreed.

2.2 Artek may await firm confirmation from the Manufacturer of availability, price, specification and delivery arrangements before accepting an order. The Customer shall review the Order Confirmation promptly and notify any discrepancy without delay. Changes require Artek's written consent and may give rise to additional costs and revised delivery dates.

2.3 Artek may require advance payment or adequate payment security before accepting an order, or subsequently where objective circumstances materially increase the risk of non-payment. Delays attributable to inaccurate or late Customer information, approvals or cooperation entitle Artek to recover reasonable resulting costs, including unavoidable Manufacturer charges.

3. PRODUCTS AND SUITABILITY

3.1 The Product model and the dated/versioned Manufacturer specification expressly identified in the Order Confirmation ("Product Specification") define the Products' agreed technical characteristics, including tolerances, load ratings and test conditions. Brochures, samples, illustrations, advice and estimates do not create further warranties unless expressly incorporated in writing.

3.2 Normal industrial variations in colour, finish, dimensions or weight within the agreed tolerances are not defects. Quantity tolerances apply only if expressly agreed. Artek may make and invoice partial deliveries.

3.3 The Customer is responsible for verifying suitability for its specific use, including loads, distribution of weight, pallet racking, automation, forklifts, temperature, hygiene and fire requirements. Ratings apply only under stated conditions. Suitability for a particular use is warranted solely where expressly confirmed in the Order Confirmation against identified conditions. The Customer shall follow all supplied instructions and shall not modify Products in a manner affecting safe use.

4. PRICES

4.1 Prices exclude VAT and, unless expressly included, packaging, transport, insurance, storage, customs, duties, levies and taxes. Special packaging, marking or customisation is charged separately.

4.2 Where the Manufacturer, carrier or competent authority imposes a documented increase in price, raw-material, energy, freight, currency-related or statutory costs before performance, Artek may pass through the corresponding increase to the unperformed part of the order by written notice. If the Customer declines the revised price within five working days, Artek may cancel the affected unperformed part, subject to mandatory law and any binding individually agreed price commitment. No cost shall be recovered twice.

5. DELIVERY AND DELAY

5.1 The Order Confirmation specifies the Incoterms® 2020 rule and named place. Unless otherwise agreed, delivery is EXW at the Manufacturer's designated production site. Risk passes according to the agreed Incoterms rule. Where Artek arranges carriage solely as an ancillary service at the Customer's request, without agreeing to a destination-delivery term, carriage is at the Customer's cost and risk. The Customer provides appropriate access and unloading facilities and bears additional costs caused by failed delivery or delayed collection.

5.2 Delivery dates are estimates unless expressly designated firm in the Order Confirmation. Time runs from confirmation and receipt of required payment, information and approvals, whichever is later. The Customer must notify a delay in writing and allow Artek at least four weeks to perform. If a material delay continues thereafter, the Customer may terminate the delayed undelivered portion, but may not claim delay penalties or damages except where expressly agreed or required by mandatory law.

5.3 Artek may deliver in instalments. Call-off goods must be ordered and collected within four months unless otherwise agreed. Goods not accepted or collected may be stored at the Customer's cost and risk; Artek may invoice them when contractually available and recover reasonable resulting costs.

6. INSPECTION AND COMPLAINTS

6.1 The Customer shall inspect the Products immediately upon receipt. Shortages, wrong Products and visible transport damage must be recorded on the delivery document, documented with photographs and notified to Artek in writing within two working days. Other visible defects must be notified in writing within five calendar days of receipt.

6.2 Hidden defects must be notified in writing within two working days after discovery and, in every event, no later than ten (10) calendar days after physical receipt of the Products by the Customer. The ten-day period is an absolute contractual cut-off for Product complaints, including hidden defects, to the extent legally enforceable. Notification within that period is required even where the Manufacturer has a longer warranty period. Claims that cannot lawfully be excluded remain unaffected.

6.3 Each complaint must identify the order, delivery, Product, affected quantity, defect, photographs and available batch markings. The Customer shall isolate and preserve the affected Products, cease unsafe use, refrain from unauthorised repair or modification and permit inspection by Artek, the Manufacturer or their appointed expert. An unsubstantiated or late complaint may be rejected to the extent permitted by law. Complaints do not suspend payment.

6.4 Artek may forward and coordinate Product complaints with the Manufacturer, which may investigate and propose a remedy. Such participation does not release Artek from obligations it cannot legally exclude, nor create a direct contractual warranty by the Manufacturer. A Customer wishing to claim directly against a Manufacturer must rely on a separate warranty or agreement accepted by that Manufacturer. Returns require Artek's prior written approval; unauthorised returns may be refused at the Customer's cost.

7. NON-CONFORMITY AND REMEDIES

7.1 Subject to clause 6, Artek warrants only that Products conform to the expressly incorporated Product Specification when risk passes. No warranty is given as to service life, number of cycles, durability or fitness for a special use unless expressly agreed in writing.

7.2 For a duly notified, substantiated non-conformity, Artek may choose repair, replacement or credit of the net purchase price of

the affected Products. Artek shall have a reasonable opportunity to investigate and, where repair or replacement is selected, to carry out up to two reasonable attempts. If those attempts fail or are not completed within a reasonable time, the Customer may seek a proportionate reduction or termination and refund as regards the affected Products only, subject to mandatory law.

7.3 A defect in part of a delivery does not justify rejection of conforming Products unless the delivery is substantially unusable as a whole. The Customer shall not incur replacement, sorting, disposal, carriage or recall costs on Artek's account without its prior written approval, except where legally required. Products replaced or refunded shall be returned or disposed of as instructed. These are the Customer's exclusive contractual remedies for non-conforming Products, to the fullest extent permitted by law.

8. LIMITATION OF LIABILITY

8.1 To the fullest extent permitted by law, Artek is not liable for indirect or consequential loss, loss of production, profit, revenue, business, contracts or use, warehouse or automation downtime, recall expenses, damage to goods loaded on Products, damage to other property or third-party claims against the Customer. The exclusion applies regardless of whether a loss is characterised as direct or indirect under otherwise applicable default rules, insofar as contractually excludable.

8.2 Subject to clause 8.3, Artek's aggregate contractual liability arising from a delivery, including the value of remedies under clause 7 and any other damages, shall not exceed the net invoiced price excluding VAT of the identifiable Products directly affected by the event giving rise to the claim. Claims from one underlying event are aggregated. Artek is not required to fund costs beyond this limit except to the extent mandatory law provides otherwise.

8.3 Nothing in these Terms restricts statutory product liability, liability for death or personal injury, fraud, intentional misconduct or gross negligence insofar as such restrictions are prohibited or unenforceable under applicable law. Neither these Terms nor referral to a Manufacturer transfers liabilities to that Manufacturer without its agreement.

8.4 The Customer must take reasonable steps to minimise loss and shall indemnify Artek for third-party claims to the extent resulting from the Customer's misuse, unsafe handling, unauthorised modification, breach of the Product Specification or supplied Customer materials, but not to the extent attributable to Artek's own legally actionable conduct or a product defect for which such indemnity is prohibited by law.

9. PAYMENT AND SECURITY

9.1 Artek may invoice goods upon dispatch or when made available under the agreed delivery term. Payment is due 14 calendar days after invoice date unless the Order Confirmation specifies otherwise. Payment is effective only upon cleared receipt in Artek's designated account.

9.2 Late payments bear interest of 1.5% per month plus recoverable collection expenses and statutory compensation to the extent permitted by law. The Customer may not set off or withhold amounts for disputed claims unless acknowledged by Artek, finally adjudicated or required by mandatory law.

9.3 Where payment is more than 14 days overdue, or objective evidence indicates a material credit risk, Artek may demand security, suspend deliveries, accelerate outstanding invoiced amounts to the extent lawful and cancel unperformed orders without prejudice to accrued claims. Payments are applied to enforceable costs, interest and the oldest invoices in that order, subject to law.

10. TITLE AND CANCELLATION

10.1 To the extent valid under applicable property and insolvency law, ownership of Products remains with Artek until their purchase price is paid in full. Before payment, the Customer shall not separately resell, pledge or grant security over unpaid Products without written consent, shall preserve reasonable identifying records, and shall notify any third-party seizure or competing claim. Recovery is subject to lawful procedures; risk passes under clause 5 regardless of title.

10.2 Confirmed orders cannot be cancelled by the Customer without Artek's written consent, except as expressly provided by these Terms or mandatory law. If consent is given, Artek may charge 25% of the cancelled net order value or, if greater, proven unavoidable costs and losses including Manufacturer charges, without double recovery, subject to applicable law.

11. SUSPENSION AND FORCE MAJEURE

11.1 Artek may suspend or terminate the affected contract on written notice where the Customer commits a material breach not remedied within 14 days of notice, fails to provide agreed security, is subject to material insolvency or enforcement risk, or breaches applicable sanctions or anti-bribery rules. Accrued rights survive termination.

11.2 Neither party is liable for failure caused by circumstances beyond reasonable control, including war, sanctions, serious strikes, governmental restrictions, fire, shortages of materials or energy, major transport disruption and production interruptions. Artek may extend, suspend or cancel the affected unperformed supply without damages where its identified Manufacturer materially fails to supply for reasons outside Artek's reasonable control, provided Artek takes reasonable steps to mitigate and has not intentionally caused the failure or acted with gross negligence.

11.3 The affected party shall give reasonably prompt notice. After two months of continuing material impediment, either party may terminate the affected undelivered portion. Payment obligations for conforming Products already delivered remain due.

12. SAFETY, IP AND RESALE

12.1 The Customer shall preserve legally required Product and batch markings and promptly report suspected safety defects or incidents to Artek. The Customer shall retain available evidence, cooperate with lawful corrective actions and promptly take urgent steps needed to protect health and safety. Neither party is relieved of mandatory product safety, reporting or recall obligations.

12.2 Design, trademark and other intellectual property rights remain with their respective owners. The Customer warrants that Customer-supplied designs, branding or data do not infringe third-party rights and shall indemnify Artek against substantiated resulting claims.

12.3 Resale as separate merchandise requires Artek's prior written consent. Ordinary use of a pallet to transport the Customer's goods is not resale. An authorised reseller must preserve mandatory markings and must not give warranties in Artek's name without written authorisation.

13. LAW, DISPUTES AND GENERAL

13.1 Swedish substantive law governs, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). The Stockholm District Court is the court of first instance for contractual disputes, subject to mandatory jurisdiction rules. Artek may also sue at the Customer's domicile where legally permitted.

13.2 If a provision is invalid, the remainder survives to the extent lawful. Changes to these Terms apply only to orders for which the revised version has been made available and accepted before contract formation. The English-language version prevails over translations unless expressly agreed otherwise. Each party shall comply with applicable anti-corruption and data-protection laws. The Customer shall keep Artek's non-public pricing confidential, except where legally required.