

GENERAL TERMS AND CONDITIONS

1 GENERAL TERMS

- 1.1 These general terms and conditions apply in relation RedLocker AB:s (“**RLAB**”) rental of vending machines for sanitary Products (the “**Product**” or the “**Products**”) to Customers (the “**Customer**”), as long as nothing else is specified in the parties’ main Agreement or in RLAB’s order confirmation. The main agreement, the order confirmation, these general terms and conditions, as well as any documents that these documents refer to are jointly referred to as the “**Agreement**”.
- 1.2 RLAB reserves the right to amend these general terms. The current version of the terms, applicable from time to time, can always be found on RLAB’s website <http://www.redlocker.se/>.

2 EXECUTION OF AGREEMENT AND ORDERS

- 2.1 An Agreement is executed when the parties have signed the main agreement and RLAB has accepted the Customer’s order by sending an order confirmation in writing, whereupon the date when RLAB sent the order confirmation shall be regarded as the agreement date.
- 2.2 The Customer’s order is binding and may not be cancelled. The delivery date of the Product may vary depending on if the Product must be manufactured or is available for direct delivery from RLAB’s warehouse. The delivery date shall be specified in RLAB’s order confirmation. The Customer accepts that such delivery date is an estimate and that the Customer cannot claim any remedies in case of a delay in delivery. If the Product is delayed with more than two (2) months, the Customer has the right to cancel its order.

3 RIGHT TO USE AND TERM

- 3.1 RLAB grants to the Customer a right to use the Product during the Term, in accordance with the terms and conditions in the Agreement. The ownership of the Product shall always remain with RLAB.
- 3.2 The Agreement is valid until further notice with a mutual termination notice of four (4) months. Termination of the Agreement shall always be made in writing in order to be valid. The Term starts on the date when the Product has been delivered to the Customer in accordance with the Agreement as specified in section 4 and ends at the later of the following dates (i) the Agreement has expired and (ii) the Product has been returned to RLAB.
- 3.3 Each party has the right to terminate the Agreement with immediate effect if:
- (a) the other party commits a material breach of its obligations under the Agreement and such breach is not remedied within ten (10) days following notification of the breach from the other party; or
 - (b) the other Party cancel its payments, is declared bankrupt, enters into liquidation or otherwise can be assessed as insolvent.

4 DELIVERY AND ASSEMBLAGE

- 4.1 RLAB shall ensure that the Product is delivered to the Customer through a carrier. The Product shall be regarded as delivered to the Customer when the Product has been delivered at the place instructed by the Customer. Risk of damage to or loss of the Product shall pass to the Customer upon delivery and the risk returns to RLAB when the Product has been returned to RLAB.
- 4.2 If RLAB has undertaken to assemble the Product (“**Assemblage**”), the parties shall agree on when such Assemblage shall take place.

5 THE OBLIGATIONS OF THE CUSTOMER

- 5.1 The Customer is liable to ensure that the delivery site is free from obstacles and that the Assemblage site (in case Assemblage has been ordered), is accessible to RLAB so that RLAB is able to deliver, assemble and disassemble the Product at the time agreed between the parties.
- 5.2 The Customer shall observe the following rules when using the Product:
- (a) The Customer may only use the Product in accordance with the terms in the Agreement, separate instructions (if applicable), manuals provided from the RLAB and only for such purposes, for which the Product typical is intended for;
 - (b) The Customer shall, during the Term, handle and store the Product in such a manner that the Product is not at risk to any damage, unauthorized use or theft;
 - (c) The Customer may not sublicense or pledge the Product;
 - (d) The Customer shall handle the Product with due care.

6 DEFECTS AND DAMAGES

- 6.1 Immediately following delivery of the Product, the Customer shall carefully inspect the Product. If the Customer during such inspection detects any defects or deviations, the Customer shall immediately notify RLAB hereof. Such notification shall be made within five (5) business days after delivery of the Product, in order to be able to make any claims related to such defect. If the Customer has not notified RLAB within the above time period, the Product shall be regarded as delivered in the agreed condition.
- 6.2 If the Product deviates from what has been agreed in the Agreement to such extent that the Product shall be regarded as defective, and such defect or deviation is not related to any circumstance for which the Customer is liable, RLAB shall without unreasonable delay following the Customer's notification, and without cost for the Customer, choose to either remedy the defect or deviation, for example through the repair of the Product or by providing a new Product. The Customer has the right to withhold rent to an amount that corresponds to the defect/deviation during the period when the defect/deviations remain. The above remedies are the only remedies that the Customer is entitled to due to such defect/deviation.
- 6.3 The Customer is, during the Term, liable for any loss of the Product and for all damages which are not related to normal wear and tear. In case of a loss or damage which is not caused by RLAB, RLAB is entitled to receive compensation. The Customer shall immediately notify RLAB of any damage or loss of the Product. If RLAB assesses that the Product has been damaged to such extent that it cannot be repaired, the Customer shall pay to RLAB, an amount corresponding to the full value of the Product, i.e. SEK 5,000 (excluding VAT), with the deduction of any amount that corresponds to the age and wear of the Product.
- 6.4 The Customer shall during the Term, keep the Product insured to its full value against loss and damage. If the Product is lost or subject to any damage, the Customer shall immediately notify RLAB. In relation to insurance matters, the Customer transfer its right to receive such insurance compensation to RLAB and the parties shall jointly notify the relevant insurance company of the matter.
- 6.5 The Customer is liable for any damage caused by the Product to the Customer's or third-parties' property or person during the Term. The Customer shall indemnify RLAB for any claims from third parties which are directed against RLAB regarding costs or damages during the Term.

7 RETURN OF THE PRODUCT.

- 7.1 The Customer shall, at its own cost, make sure that the Products is disassembled and sent back to RLAB at the termination of the Agreement to the address specified by RLAB. Upon request from the Customer, RLAB shall provide the Customer with packaging material and a consignment note. The Customer shall ensure that the entire Product as well as any accessories provided to the Customer, are sent back to RLAB. When the Product is returned it shall be thoroughly cleaned, and shall be, with exception for normal wear and tear, in the same condition as at the delivery date. The Product shall be packaged and

put in order in the same way as it was delivered. In case of excessive wear and tear during the Term, RLAB has the right to additional compensation with an amount that covers such additional damage/wear.

- 7.2 If the Product has not been returned to RLAB at the agreed date, and this is not due to any circumstance related to RLAB, RLAB has the right to invoice the Customer for additional rent until the date the Product has been returned as well as for any other costs incurred by RLAB.

8 PRICE AND PAYMENT

- 8.1 The Customer shall pay the rental prices that follows from the main agreement. Prices are stated exclusive of VAT. If the Product shall be assembled, additional fees will follow in accordance with the applicable price list. RLAB has the right to annually amend its prices for any ongoing rentals, in accordance with consumer price index (CPI).
- 8.2 Payment from the Customer shall be made against invoice with payment terms 15 days. Any claims against an invoice shall be made within eight (8) business days after the receipt of invoice. If the Customer has not made any claims against the invoice within such time period, the Customer loses its rights to make any claims against an invoice.
- 8.3 If the Customer delays in performing any payment obligation, RLAB is entitled to (i) charge a reminder fee of SEK 60 per reminder and (ii) charge interest on the sum overdue at the rate set out in the Swedish Interest Act (Swe. *Räntelagen*).
- 8.4 RLAB has the right to, at any time during the Term, require that the Customer provides security for the Product, e.g. by paying a deposition. Such security shall be returned to the Customer as soon as the Product has been returned to RLAB in accordance with the terms of this Agreement.

9 PROCESSING OF PERSONAL DATA.

RLAB collects and processes personal data regarding the Customers representatives and contact persons. Information regarding RLAB's processing of personal data is available at RLAB's website, <http://www.redlocker.se/integritetspolicy>. The Customer undertakes to inform relevant persons within the Customer that RLAB processes their personal data and that information regarding the processing can be found on RLAB's web page.

10 FORCE MAJEURE AND LIMITATION OF LIABILITY

- 10.1 If RLAB can show that RLAB's fulfilment of its obligations under this Agreement is prevented or delayed due to a circumstance beyond the control of RLAB and which could not have been foreseen by RLAB, such as war, strike, lockout, fire, natural disasters (e.g. flooding, earthquake or volcanic eruption), pandemics, general shortages of transport facilities or energy, authority measures, new or changed legislation or other unforeseeable events outside the control of RLAB (Force Majeure), RLAB shall be released from any obligation to pay damages and from any other remedy. RLAB shall notify the Customer in writing of any Force Majeure event, how it affects the fulfilment of the Agreement and when due fulfilment is estimated to take place. When the event of Force Majeure has come to an end, can be avoided or overcome, fulfilment shall take place. During the period when RLAB invokes a Force Majeure event, the Customer has the right to withhold any payment of rent corresponding to the obligation that cannot be fulfilled. If an essential part of RLAB's obligation is delayed due to Force Majeure with more than three (3) months, each party has the right to terminate the Agreement with immediate effect.
- 10.2 Any damage incurred by the Customer due to RLAB's breach of the Agreement shall only be compensated if it is a direct damage and has been caused by RLAB's negligence. RLAB is never liable for any indirect damage or loss incurred by the Customer, including without limitation loss of profits or revenues, loss of contract, loss of goodwill or any other consequential loss. RLAB's total liability under the Agreement can never exceed fifty (50) percent of the rent paid by the Customer (or shall be paid by the Customer) for the Product during the latest three months period.

10.3 RLAB recommends that the Customer only uses the assemblage accessories which have been delivered together with the Product. Further, the Customer is liable to ensure that the wall where the Product is assembled, is fit and holds for mounting.

11 **DISPUTES**

11.1 The Agreement shall be governed by and construed in accordance with the laws of Sweden, without reference to its choice of law rules.

11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement shall in first hand be settled by negotiations between the parties, where each party undertakes to loyally discuss a settlement. If the parties cannot agree on an amicable solution, the dispute shall be finally settled by Swedish courts, with the district court of Stockholm as first instance. RLAB may also initiate legal proceedings in a court in another country where the Customer has its residence or owns assets.