

## SPECIFIC TERMS

### PROJECT LOGISTICS

#### General

**Introduction.** These specific terms for Project Logistics ("Specific Terms") constitute a supplement to, and form an integral part of, Ahlsell's General Terms and Conditions of Sale as applicable from time to time. These Specific Terms apply to Ahlsell's provision of project logistics services to the Customer. In the event of conflicting terms, the documents shall take precedence in the following order: (i) a separate written agreement regarding Project Logistics, (ii) these Specific Terms, and (iii) the General Terms and Conditions of Sale.

In addition to the definitions set out in the General Terms and Conditions of Sale, the following terms shall have the meanings set forth below:

- **"Project Logistics"** means the logistics-related Services provided by Ahlsell within the scope of a project, including Project Warehouse/Terminal, Intermediate Storage, Kitting and Deliveries.
- **"Project Warehouse/Terminal"** means a warehouse owned or held at the disposal of Ahlsell where Custodied Material is intermediately stored, handled, packed and distributed within the project.
- **"Custodied Material"** means Third-Party Material or Ahlsell- Material that Ahlsell intermediately stores or handles within the scope of Project Logistics.
- **"Third-Party Material"** means material owned by the Customer, the Customer's end customer or another third party and which has not been purchased from Ahlsell.

**Applicable industry terms.** In addition to these Specific Terms and the General Terms and Conditions of Sale, Alltrans 2007 shall apply to Project Logistics and is incorporated by reference for copyright reasons.

#### The Service

**Scope.** -Project Logistics comprises exclusively logistics and handling services as agreed between the parties, such as intermediate storage, kitting, packing and distribution of material. Project Logistics does not constitute contracting, installation, engineering or any other technical service, unless otherwise expressly agreed in writing.

**Customer's responsibility.** -The Customer is responsible for ensuring that Third-Party Material is correctly labelled, packaged and otherwise suitable for handling, storage and transport. Ahlsell shall not be liable for damage caused by deficient labelling, packaging or information provided by the Customer. The Customer is obliged to carry out an inspection upon receipt at the time of outbound delivery of Custodied Material and to report any discrepancies without delay.

**Delivery schedules.** Deliveries shall be made in accordance with the agreed inbound and outbound delivery schedule or pursuant to call-off orders. Stated times and lead times are subject to the Customer providing correct and complete information in a timely manner. The call-off period for having Custodied Material kitted is 5 business days. The call-off period for outbound delivery of a kit is 5 business days.

**Delays.** The Supplier shall be obliged to pay liquidated damages in the event of delivery delays exceeding one business day in relation to the confirmed delivery date. Liquidated damages for delay shall amount to the lesser of the value of the transport or SEK 7,500. The parties agree that liquidated damages for delay shall be exhaustive and that the Customer shall not be entitled to claim damages in the event of delivery delays.

Liquidated damages for delay shall not be payable if the delivery delay is due to circumstances beyond the Supplier's control or if the Supplier received the instruction without due advance notice prior to outbound delivery. The assignment is, unless otherwise agreed, completed when all Custodied Material has been delivered to the Customer and no new Third-Party Material or Ahlsell Material is to arrive at the Terminal for use in the Project.

#### Liability

**Limitation of liability.** Ahlsell's liability shall be in accordance with Alltrans 2007. The Supplier is liable for Custodied Material from the time the bill of lading has been signed by the Supplier until the material has been delivered at the work site and receipted by the Customer. The Supplier is not liable for damage (whether latent or apparent) to Custodied Material that occurred prior to the material being receipted. The Customer is responsible for ensuring that Custodied Material is labelled, packed and packaged in accordance with market standard so as to enable handling of the material at the Terminal as well as loading and unloading.

The Supplier shall never be liable for indirect damages, costs or losses (such as, but not limited to, loss of profit, loss of production or loss of goodwill). This limitation of liability shall not apply in cases of fraud, gross negligence or wilful misconduct on the part of the Supplier.

**Insurance.** Ahlsell shall during the term of the agreement maintain an all-risk insurance (including liability insurance) customary for operations of the kind to which Project Logistics pertains. The Customer is responsible for procuring and maintaining full-value insurance in respect of Custodied Material during storage and at the Project Warehouse/Terminal as well as during transport, to the extent such material is not covered by Ahlsell's liability under Alltrans 2007. The Customer is particularly responsible for insurance of Third-Party Material not covered by the carrier's liability under Alltrans 2007.