

SALES AGREEMENT - HUSQVARNA FOREST AND GARDEN PRODUCTS

This Sales Agreement (the "Agreement") is made:

(i) **Between:**

Full Legal Name:	Husqvarna Norway A/S
Company registration number or other applicable reference (e.g. EIN):	Org nr 915 209 750
Jurisdiction of Incorporation:	Norway
Registered address:	Trøskenveien 36, 1712 Grålum
(herein referred to as " Husqvarna ")	

Full Legal Name:	Sefbo A/S
Company registration number or other applicable reference (e.g. EIN):	Org nr 922 703 779
Jurisdiction of Incorporation:	Norway
Registered address:	Verkseier Furulunds vei 5, 0668 Oslo
(herein referred to as " Buyer ")	

Husqvarna and the Buyer are jointly referred to as the "**Parties**" and individually as a "**Party**".

(ii) **On the following date:** 15. April 2021 ("**Effective Date**")

BACKGROUND

- A. Husqvarna is a world-leading producer of outdoor power equipment, irrigation products and diamond-blade products for use by private and professional end-users.
- B. The Buyer Sefbo is a national Norwegian Landscaper.
- C. The Buyer desires to purchase the Products as specified in Appendix 1 (Products, Services and Price).
- D. Husqvarna has represented its willingness and capability to supply the Products to the Buyer on the terms and conditions herein exclusively for the Buyer's own use within the Buyer's business operations.

THEREFORE, the Parties agree as follows, intending to be legally bound:

1 Definitions

1.1 In this Agreement the following expressions shall have the following meanings:

- "**Confidential Information**" shall mean all proprietary or confidential information and data in relation to the Disclosing Party's general business operations, technology and products (and their manufacture) which is disclosed to or obtained by the Receiving Party pursuant to this Agreement in any form (including but not limited to all written, oral, visual information or data, reports, studies, drawings, designs, specifications, analyses or other material recorded in whatever form or medium), whether or not such information is marked "confidential" as long as the Receiving Party knew or ought reasonably to have known that the information is of a confidential or proprietary nature;
- "**Contract**" shall mean a Contract entered into in accordance with Section 4 (Ordering procedure) in this Agreement consisting of the Purchase Order and the Order Confirmation;
- "**Delay**" shall mean a delay caused by Husqvarna to deliver the Deliverables to the Buyer in accordance with a mutually agreed Delivery Date;
- "**Deliverable**" shall mean the Product(s) and/or the Service(s) to be delivered to the Buyer under this Agreement.

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"Delivery Date"	shall mean the delivery date as specified and agreed in a Contract.
"Disclosing Party"	shall mean a Party that has disclosed or will disclose Confidential Information in connection with this Agreement;
"Documentation"	shall mean i.a. all reports, analysis, descriptions, drawings, samples, simulations, design sketches and specifications made or provided by Husqvarna under this Agreement or a Contract;
"Intellectual Property Rights" / "IPR"	shall mean any and all patents, copyrights, trademarks, design rights, domain names, database rights, solutions or other intellectual property rights and know-how including without limitation specifications, drawings, designs, discoveries, inventions, technical information, manufacturing procedures or other processes and software (including source code);
"Losses"	shall mean any and all losses, claims, damages, costs and expenses (including reasonable attorneys' fees, expenses and costs of litigation);
"Purchase Order"	shall mean a purchase order as specified in Section 4 (Ordering procedure);
"Payment Plan"	shall mean the payment plan in a Contract;
"Operator's Manual"	shall mean a specific Husqvarna product's operator's manual as issued by Husqvarna and updated from time to time.
"Product"	shall mean a Husqvarna branded product as specified in Appendix 1 (Products, Services and Price);
"Receiving Party"	shall mean a Party receiving Confidential Information in connection with this Agreement;
"Reseller"	shall mean a Husqvarna authorized reseller which is selected as a reseller in Appendix 1 (Products, Services and Price);
"Service"	shall mean service as further specified in Appendix 1 (Products, Services and Price) and/or in a Contract;
"Specifications"	shall mean the requirements set out in Appendix 1 (Products, Services and Price).

The Section's headings are used for convenience only and shall not be used in interpreting the Agreement.

2 Agreement documents

2.1 This Agreement consist of this main document together with the appendices listed below.

Appendix 1 – Products, Services and Price

Appendix 2 – Code of Conduct

2.2 In the event of a conflict between this main agreement, the appendices, a Contract and/or any other related documentation, this main agreement shall prevail. The appendices shall prevail in the order listed above. Any deviation from this main agreement and/or from any of the appendices in a Contract shall be expressly stated in such Contract.

2.3 Any document incorporated by reference shall constitute a part of this Agreement.

2.4 No pre-printed terms or conditions contained in either Party's documents shall apply unless expressly agreed in writing and signed by both Parties' authorized representatives.

2.5 Appendix 2 (Code of Conduct) may be amended, reviewed, updated, expanded or modified by Husqvarna from time to time at Husqvarna's sole discretion.

3 Scope of the Agreement

3.1 Husqvarna shall deliver the Deliverables as mutually agreed in a Contract and the Buyer shall pay for such Deliverables in accordance with what is stated in the Contract and in this Agreement.

3.2 Husqvarna reserves the right to, from time to time unilaterally amend the list of Products and Services subject to this Agreement as specified in Appendix 1 (Products, Services and Price). Husqvarna shall without undue

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delay notify the Buyer of such change. Husqvarna may at any time make changes or improvements in the specification or design of any Husqvarna Product.

3.3 The Buyer is only entitled to use and buy Products and Services for its own internal and operational use. The Buyer is not entitled to purchase Products and Services for the purpose of re-selling or supplying such Products and/or Services to a consumer, reseller, distributor or any other third party.

3.4 In case the Buyer desires to use Husqvarna Fleet Services, Husqvarna and the Buyer shall enter into a separate written agreement regarding such services and the Buyer shall comply with Husqvarna's Terms and Conditions for Husqvarna Fleet Service.

3.5 In case the Buyer desires to use any service tool such as Husqvarna Service Hub, Autocheck or Common Service Tool, Husqvarna and the Buyer shall mutually agree upon and enter into a separate written agreement regarding such services and the Buyer shall comply with Husqvarna's standard terms and conditions applicable to such service tool.

4 Ordering procedure

4.1 Each time the Buyer desires to purchase Products listed in Appendix 1 (Products, Services and Price), the Parties shall mutually agree upon such purchase in writing in a Contract. The Contract shall as a minimum specify the following:

- a) the Deliverables and the quantity of such Deliverables to be purchased by the Buyer;
- b) time of delivery of each Deliverable to be purchased; and
- c) place of delivery of each Deliverable to be purchased.

4.2 Husqvarna reserves the right to refuse any purchase request where Husqvarna believes that the Product or Service requested (in whole or in part) will not be used for the Buyer's own operational use.

4.3 A Contract shall upon execution automatically be incorporated into and constitute an integral part of this Agreement.

5 Forecast

5.1 The Buyer shall at a minimum every year, (Q1) provide to Husqvarna a written forecast of selected products in Appendix 1.

6 Delivery

6.1 Husqvarna shall deliver the Deliverables to the Reseller agreed upon in the Contract. The Buyer shall collect the Deliverables at Reseller's place of business at the time stipulated in the Contract. If the Buyer does not collect the Deliverables within fourteen (14) calendar days from such agreed delivery time, the Deliverables may be returned to Husqvarna by the Reseller. The Buyer shall indemnify Husqvarna for any and all Losses caused to Husqvarna due to that the Buyer does not collect the Deliverables from the Husqvarna Reseller in time. Husqvarna has fulfilled its delivery obligations when the Deliverables are available for the Buyer to collect at the Reseller's place.

6.2 The risk shall be transferred from Husqvarna to the Buyer when the Buyer collects the Deliverables at the Reseller's place.

6.3 Title to the Deliverables shall transfer from Husqvarna to the Buyer when, with respect to each Contract, payment for all Deliverables supplied to the Buyer has been received in full by Husqvarna. Full and absolute ownership of and title to the Deliverables remains with Husqvarna until such payment is received by Husqvarna. When in Buyer's possession, the Buyer shall handle the Deliverables with care and shall ensure to keep it in the same condition as upon delivery until the transfer of ownership has occurred. If the Buyer fails to pay any invoice within fourteen (14) calendar days of its due date, Husqvarna shall be entitled to repossess the Deliverables covered by such invoice.

6.4 The Buyer shall perform an inspection of the Deliverables immediately after delivery has been made to the Buyer. The Buyer shall within two (2) days notify Husqvarna in writing of any damage or incorrect supply. If the Buyer does not notify Husqvarna of such deviation, the Deliverables shall be deemed to be accepted by the Buyer.

6.5 Depending on the character of the Deliverable, it might be a prerequisite that the Buyer in a timely manner provides certain equipment, information, software and/or services to Husqvarna in order for Husqvarna to be able to fulfil its obligations in accordance with this Agreement. Any delay or defects in such delivery by the Buyer shall entitle Husqvarna to change the Delivery Date as deemed reasonably necessary by Husqvarna.

7 Installation

7.1 If installation of a Product is necessary, Husqvarna shall install the Products if expressly agreed upon in a Contract. Installation is not included in the price of the Products. If the Parties desire to include installation in the scope of a Contract, the Parties shall in writing in the Contract agree upon the details related to the installation, such as,

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but not limited to scope, price and place. Husqvarna reserves the right to subcontract performance of installation services to a Husqvarna authorized reseller.

7.2 Husqvarna, or a Reseller on Husqvarna's behalf, shall perform the installation at the time and place specified in a Contract and the Buyer shall pay for such installation in a timely manner. The Buyer shall cooperate with Husqvarna and the Reseller and, in a timely manner, give Husqvarna and the Reseller access to premises, equipment, and information necessary to perform such installation. Products subject to installation service shall be deemed to be delivered to the Buyer when the Product is installed at the place agreed upon in a Contract.

8 Training

8.1 If agreed upon by the Parties in a Contract, Husqvarna shall provide product and/or application training to the Buyer in accordance with own Appendix (Training).

9 Delay in delivery

9.1 Any indicated date for delivery of the Deliverables, installation of the Deliverables or training shall only constitute an estimated date of delivery. Husqvarna shall not be liable for any Losses, however it arises, for any types of delay in delivery under this Agreement.

9.2 If delay in delivery or delay in Husqvarna's installation of the Deliverables, is due to the Buyer or a circumstance within the Buyer's reasonable control, Husqvarna is entitled to postpone the delivery. The Buyer shall remunerate Husqvarna for any Losses caused to Husqvarna due to such delay. Husqvarna is entitled to terminate whole or part of the applicable Contract if such delay remains for more than three (3) months.

10 Terms of payment

10.1 The price of the Deliverables and the terms of payment are further specified in Appendix 1 (Products, Services and Price).

10.2 The Buyer shall pay the price in accordance with the terms set forth in the Contract. If no price is stipulated in the Contract the Buyer shall pay the price as stipulated for the Deliverables in Appendix 1 (Products, Services and Price). All prices are exclusive of any taxes, duties, fees, charges, allowances and other similar compensation imposed by local law, including but not limited to, value added tax (VAT), and shall be borne by the Buyer.

10.3 Husqvarna may amend the Husqvarna price list from time to time in its sole discretion. Husqvarna will notify the Buyer in writing of such amendments prior to implementation.

10.4 Husqvarna shall be entitled to invoice the Buyer the price of the Deliverables in accordance with the payment plan as stipulated in a Contract or otherwise when the Deliverables are delivered to the Buyer. The Buyer shall pay the invoice within thirty (30) days from the invoicing date.

10.5 The Buyer shall not be entitled to set-off or deduct any amount owed to Husqvarna against any sum Husqvarna, or any of Husqvarna's affiliates owes to the Buyer.

10.6 Any claim that the Buyer may have related to a Deliverable shall be made to Husqvarna in writing within thirty (30) days from the date of the invoice.

10.7 If the Buyer fails to make any payment in full on the due date, Husqvarna shall be entitled to charge the Buyer interest on any delayed payment in accordance with applicable law.

10.8 If the Buyer fails to pay an invoice within thirty (30) calendar days of the due date of payment, Husqvarna has the right to suspend delivery of any Contract or any remaining balance thereof until the payment has been made or terminate any Contract or remaining balance thereof by providing written notice to the Buyer.

10.9 Section 10.7 and 10.8 (Terms of payment) shall be in addition to any rights Husqvarna may have in accordance with law.

11 Warranty

11.1 The Norwegian legislation Lov om kjøp (Kjøpsloven) shall be applicable in case of any warranty defects in the Deliverables. For the avoidance of doubt, what is stated under this Section 11 (Warranty) shall not affect the limitations of liability as stipulated in Section 17 (Liability) which shall remain applicable.

12 Intellectual Property Rights

12.1 The Buyer acknowledges that Husqvarna AB (or a third party) holds all IPR to the Deliverables, including but not limited to its hardware, software and documentation. It is also acknowledged that Husqvarna holds the IPR to the trademark and/or tradename Husqvarna. Neither Husqvarna, nor any third party waives any such IPR through this Agreement.

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12.2 Husqvarna hereby grants the Buyer a non-exclusive, non-transferrable, non-sublicensable, revocable limited right to use and run any software inherent in the Deliverable for the limited purpose of using the Deliverable in accordance with the use intended by Husqvarna during the life time of a related Product or a Deliverable. The Buyer is only entitled to run software in object code form. For the avoidance of doubt, Husqvarna shall never be obliged to deliver any source code. The Buyer shall not, including but not limited to; copy, reproduce, modify, create derivative work, disassemble, translate, reverse engineer, decompile or otherwise attempt to discover the potential source code of a software (except for what is permitted in accordance with mandatory applicable law) in any Deliverables in whole or part or in any other way infringe any of Husqvarna's IPR. The Buyer shall not be entitled to use the Deliverable's software and hardware separately.

12.3 In addition to the terms and conditions stipulated in this Agreement, the Buyer shall comply with all terms and conditions provided by Husqvarna which come together with the hardware, software and any application used in relation to the Deliverables.

12.4 The Deliverables may contain third party software and open source. It is the responsibility of the Buyer to, where it is necessary, acquire and comply with any licenses needed in order to be entitled to run the software.

13 Infringement in third party's intellectual property rights

13.1 In the event a claim, whether in or out of court, is brought against the Buyer for infringement of a third party's Intellectual Property Rights in connection with Buyer's use of the Deliverables, the Buyer shall promptly inform Husqvarna of any such claim. The Buyer shall inform Husqvarna in writing, no later than five (5) working days from the receipt of the claim.

13.2 The Buyer shall not make any admissions or prejudice the defense of the claim or ability to negotiate a satisfactory settlement without Husqvarna's prior written consent.

13.3 The Buyer shall allow Husqvarna to conduct, at Husqvarna's expense, the defense and any negotiations for the settlement of the claims. The Buyer shall provide all assistance to Husqvarna as required in order for Husqvarna to carry out the defense.

13.4 Without Husqvarna's prior written consent, the Buyer shall not accept any claim of alleged infringement.

14 Confidentiality

14.1 All Confidential Information by a Disclosing Party to a Receiving Party shall be deemed to be the confidential and/or proprietary information of the Disclosing Party and shall be kept confidential by the Receiving Party and may not be used for any other purpose than to fulfil the obligations set forth in this Agreement. The confidentiality obligations herein shall survive for five (5) years from the date of disclosure. Upon termination of this Agreement, all Confidential Information (including copies and reproductions thereof) shall be returned by the Receiving Party to the Disclosing Party. Any information created within the frame of this Agreement shall also constitute Confidential Information.

14.2 The undertaking in Section 14.1 (Confidentiality) above shall not apply to the extent Confidential Information: (i) was already in the Receiving Party's or any affiliates' possession without any limitation on use or disclosure prior to receipt from the Disclosing Party; (ii) the Receiving Party demonstrably developed independently through a dated and written record, prior to the time at which the information was disclosed; (iii) the Receiving Party can establish was developed independently by the Receiving Party or its affiliates (i) is or becomes publicly available other otherwise than by unauthorised disclosure in breach of this Agreement; or (ii) was lawfully obtained from a third party that was lawfully in possession of such information and is not in violation of any contractual or legal obligation of confidentiality between such third party and the Disclosing Party or any of its affiliates in respect of such information.

14.3 If the Receiving Party is required to disclose Confidential Information by law or a listing agreement to which a Party or an affiliate is bound, the Receiving Party shall promptly notify the Disclosing Party of such requirement in an effort, to the extent possible, to provide the Disclosing Party with an opportunity to contest such disclosure prior to disclosing such Confidential Information.

15 Force majeure

15.1 Husqvarna shall not be liable for any delay in performance or non-performance, in whole or in part, by Husqvarna to the extent that such delay or non-performance is caused by an event of Force Majeure. "Force Majeure" means an event that is beyond Husqvarna's reasonable control, affecting Husqvarna or its suppliers, including, but is not limited to, strike, lock-out or other industrial/labor dispute, mobilization, requisition, war (whether declared or not), riot, civil commotion, terrorist act, malicious damage, epidemic, pandemic, quarantine, fire, flood, storm, natural disaster, ionizing radiation or other nuclear damage, shortage of transport or fuel, general shortage of materials or labor, restrictions in the use of power, IT-system disruption caused by malicious code or otherwise, or compliance with any law or governmental order, rule, regulation or direction, whether or not it is later held to be invalid.

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16 Term and termination

16.1 This Agreement shall come into force on the Effective Date and shall be valid for a period of one (1) year (and shall automatically expire on its end date). Each Contract shall come into force on the date of the Contract. Contracts not completed at the date of expiry of this Agreement shall be completed in accordance with what is stipulated in the Contracts.

16.2 Without prejudice to any other rights or remedies available to the Parties herein, either Party may terminate this Agreement and/or a Contract with immediate effect upon written notice to the other Party:

- a) if the other Party commits a material breach of this Agreement (including a Contract) or a series of minor breaches which taken together amount to a material breach;
- b) if the other Party commits a breach of this Agreement (including a Contract) that is capable of remedy but the Party in breach fails to remedy such breach within thirty (30) days after receiving a written notice specifying the breach and requiring the same to be remedied;
- c) in case of the appointment of a receiver, administrator or similar officer over all or a substantial part of the assets of the other Party;
- d) due to the other Party's arrangement for the benefit of its creditors;
- e) due to the other Party's liquidation or insolvency;
- f) if the other Party ceases to carry on its business; or
- g) if the other Party causes material and irreparable damage to the goodwill or reputation to the other Party.

16.3 In addition, Husqvarna shall be entitled to terminate the Agreement or a Contract in whole or in part with immediate effect:

- a) if the Buyer fails to make payment within two (2) months from the due date of any invoice or when, in Husqvarna's reasonable opinion, the Buyer is not be able to pay its debts to Husqvarna;
- b) in the event of a change of control of the Buyer.

16.4 Upon termination or expiration of this Agreement for any reason, any sum owing by one Party to the other Party shall become immediately due and payable.

16.5 A Section in this Agreement which is by its nature intended to survive a termination or an expiration of this Agreement shall survive a termination or expiration.

17 Liability

17.1 A Party shall be responsible for any direct Losses caused to the other Party due to a Party's breach of contract and/or negligence.

17.2 Neither Party shall be liable for any indirect or consequential loss or damages arising out of or in connection with this Agreement, including but not limited to loss of business, loss of profit and loss of data;

17.3 Husqvarna shall not be liable for any third party damages except in accordance with mandatory applicable law.

17.4 Husqvarna's maximum liability to the Buyer under this Agreement and a Contract, shall not exceed twenty (20) percent of the total amount paid by Buyer under a Contract.

17.5 The limitations of liability in this Section 17 (Liability) shall not apply in case of gross negligence, willful misconduct and breach of Section 13 (Confidentiality).

17.6 A Party suffering Losses shall undertake reasonable measures to mitigate and limit such Losses.

17.7 A Party shall promptly notify the other Party in writing of a claim.

18 Personal data

18.1 In the event any personal data is processed by either of the Parties as a result of this Agreement or any Contract hereunder, the Parties agree to follow applicable data protection legislation. In particular, in case either of the Parties processes personal data on behalf of the other Party, the Parties shall enter into a Data Processing Agreement as required by applicable data protection legislation. In relation to personal data that is processed by Husqvarna as data controller, such data will be processed in accordance with the Husqvarna Group's External Privacy Notice, available at <https://privacyportal.husqvarnagroup.com/int/privacy-notice/>, as updated from time to time.

19 Legal and Compliance Provisions

19.1 Relationship between the Parties: The relation between Husqvarna and the Buyer is that of independent contractors. Without limiting the generality of the foregoing, neither the Buyer nor any of the Buyer's personnel is an agent, employee, partner or representative of Husqvarna and neither the Buyer nor the Buyer's personnel may act (or



hold itself out as having the right to act) on behalf of Husqvarna. The Buyer shall have responsibility for the Buyer's personnel at all times, including while they are located at Husqvarna's facilities and shall ensure that the Buyer's personnel understands and adheres to all safety instructions and signs whilst present at Husqvarna's facilities.

19.2 Subcontracting: Husqvarna reserves the right to subcontract part/s of its obligations under this Agreement to one or more subcontractor's without the Buyer's approval.

19.3 Code of Conduct: The Buyer shall adhere and act in accordance with Husqvarna's Code of Conduct, as found at http://corporate.husqvarna.com/code_of_conduct, which is incorporated herein by. Buyer's breach of Husqvarna's Code of Conduct is always considered a material breach under this Agreement.

19.4 Insurance: The Buyer shall during the term of the Agreement maintain insurance coverage of the types and amounts typically carried in the Buyer's field of business with a reputable insurer. However, in any event such insurance shall provide no less coverage or contain more limits than the Buyer's insurance in place at the time this Agreement was signed. Upon Husqvarna's request, the Buyer shall provide a copy of the insurance certificate.

19.5 Notices and correspondence: All notices and other communications required or permitted under this Agreement will: (a) be in writing in the English language; (b) be sent by prepaid messenger, certified or registered mail reference to the applicable addresses set forth in the preamble of this Agreement, or to such other addresses as any Party may inform the other Party pursuant to procedures of this Section, with a simultaneous copy for information purposes to the e-mail address of the relevant project manager identified in the Contract, if applicable. A notice shall be effective upon receipt and shall be deemed to have been received at the time of delivery (if delivered by hand, registered post or courier) or at the time of transmission in legible form (if delivered by e-mail).

19.6 Governing Law: This Agreement shall be governed by and construed in accordance with the substantive laws of Sweden.

19.7 Binding Arbitration: Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of three (3) arbitrators. The place of arbitration shall be Stockholm. The arbitration shall be conducted, and the award shall be rendered, in the English language, and the arbitrator shall be required to issue a reasoned written decision with respect to any determination. Arbitration shall be in lieu of all other remedies and procedures available to the Parties; provided, however, that either Party may, to the extent possible and permissible under applicable law, seek preliminary injunctive relief prior to commencement of arbitration solely for the purpose of maintaining the status quo pending or to secure immediate injunctive or other equitable relief.

19.8 Miscellaneous: This Agreement or a Contract: (a) may only be amended or modified in writing by authorized representatives of Husqvarna and the Buyer or as otherwise explicitly set forth in the Contract; (b) may not be assigned, pledged or otherwise transferred, whether by operation of law or otherwise, without the prior consent of the other Party (provided, that Husqvarna may assign this Agreement to any other Husqvarna Group company); (c) may be executed in several counterparts; and (d) together with all Appendices and other documents incorporated by reference, contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior agreements relating to such subject matter. The waiver by a Party of any breach or violation of any provision of this Agreement or a Contract shall not operate or be construed a waiver of any subsequent breach or violation hereof. The remedies provided for in this Agreement are cumulative and shall be in addition to the rights and remedies which may be provided for in this Agreement or otherwise available at law or in equity. If any provision of this Agreement is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision of this Agreement and such provision shall automatically be replaced by a valid and enforceable provision that reflects to the greatest extent possible the common intention of the Parties underlying the provision to be replaced.

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This Agreement has been executed by or on behalf of the Parties the day and year first before written.

HUSQVARNA AB (publ)

By: Dag Noorda
Name: DAG NOORDA
Title: MANAGING DIRECTOR

By: Edren Kaas
Name: EDREN KAAS
Title: SALES MANAGER PRO

Sefbo A/S

By: Phsten Moe
Name: Phsten Moe
Title: COO

By: _____
Name: _____
Title: _____