

Energy Save: General terms and conditions of sale (2024:1)

APPLICATION

These general terms and conditions ("Terms") shall apply to each order (including order confirmation), agreement (i.e. the distribution agreement including its schedules and any supplementary agreements), delivery and service, or when otherwise agreed, (each an "Agreement") made and/or provided by ES to or with a customer ("Customer"). The Terms shall form an integral part of any Agreement.

"ES" means ES Energy Save Holding AB (publ), registration number 559117-1292, or any relevant affiliated company that is a party to an Agreement, including, but not limited to, subsidiaries that are wholly or partly, directly or indirectly, owned or controlled by ES Energy Save Holding AB (publ), which includes ES Heat Pumps AB, registration number 556784-6505.

In the event of any conflict between the provisions of the Terms and the Agreement, the provisions of the Agreement shall prevail.

ORDER PROCEDURE

The Customer shall comply with ES ordering routines in place from time to time. In all cases the order confirmation from ES shall be the valid documentation for articles and quantities ordered as well as for other terms agreed.

In all cases the order confirmation from ES shall be the valid documentation for qualities and quantities ordered as well as for other terms agreed. It is the Customer's sole responsibility to address any discrepancies between the order confirmation and the Customer's purchase order or acceptance of quotations. If the Customer fails to notify ES of any discrepancies without delay, and no later than seven days from the order confirmation, the order confirmation (notwithstanding any discrepancies) shall be binding on the Customer (and on ES).

PRODUCT INFORMATION

Information contained in marketing material, price lists and other product information is binding only to the extent that it is expressly referred to in the Agreement.

DOCUMENTATION

Products are subject to the inspection, testing, approval and documentation required for the products to be sold in the United Kingdom, EEA (European Economic Area) and the European Union.

ES undertakes to provide the Customer with the necessary technical documentation (such as service manuals, end user manuals and technical data, but in no case manufacturing drawings). Such documentation will be in English.

Notwithstanding anything to the contrary in the Agreement, ES is not obliged to ensure that products (including tests, documentation or approvals) meet local requirements necessary, for example, to obtain subsidies or similar financial support.

All documentation relating to the products or their manufacture supplied by ES to the Customer before or after the formation of the Agreement shall remain the property of ES. Documentation received by the Customer shall not be used for any purpose other than that for which it was supplied without the consent of ES.

F-GAS REPORTING

The Customer is responsible (as importer or exporter, as applicable) for complying with any reporting requirements under F-Gas Regulations (including the Fluorinated Greenhouse Gas Regulation (EU) 2024/573). Please note that the place of delivery under the applicable terms of delivery and the location of the Customer will affect the Customer's obligations in this regard (i.e. whether and to what extent the Customer is deemed to be an importer and/or exporter).

DELIVERY TERMS

The applicable delivery terms are set out in the Agreement. Delivery terms shall be interpreted in accordance with INCOTERMS® 2020. The risk passes to the Customer when the products are delivered in accordance with the Agreement.

TIME FOR DELIVERY AND DELAY

The delivery time may be agreed to be a specific date or within a specific period of time.

ES may deliver products by partial delivery in any order.

If ES becomes aware of a delay in the agreed delivery date (or the last date in an agreed period) ES shall without undue delay notify the Customer thereof together with an estimated new delivery date. If ES fails to give such notice, ES shall reimburse the Customer for any additional expenses incurred by the Customer which could have been avoided if the notice had been given in time. Such additional expenses must be verifiable.

The delivery period shall be extended by a reasonable period having regard to the circumstances if the delay in delivery is caused by any of the following: a) any act or omission of the Customer; b) suspension of deliveries by ES due to late payment; c) any other circumstance for which the Customer is responsible; or d) any circumstance which constitutes a ground for relief under force majeure. The delivery period shall be extended even if the reason for the delay occurs after the originally agreed delivery period.

If the Customer fails to take delivery (in whole or in part) on the agreed date, the Customer shall pay as if delivery had been made, the risk for the products shall pass to the Customer and ES shall be entitled to damages from the Customer for any loss suffered as a result of non-delivery, including any additional transport and storage costs. ES may require that the Customer accepts and takes delivery within a reasonable period (30 days shall always be deemed to be within reasonable time). If the Customer fails to take delivery within such period ES may terminate the Agreement (or part thereof) and claim damages from the Customer for any loss suffered as a result of non-delivery, including any additional transport costs.

If the products have not been delivered 90 days after the agreed delivery date (or the last date in an agreed period), the Customer may, in writing demand delivery within a final reasonable period, which shall not be less than two weeks. If ES does not deliver within such final period, and this is not due to any circumstances which are attributable to the Customer, the Customer may by notice in writing to ES terminate the part of the Agreement relating to the order of the delayed products and claim compensation for the loss the Customer suffers as a result of ES delay (applying the limitations to such compensation set out in the Agreement).

Termination of the Agreement (in part) by the Customer, with limited compensation as set out in the Agreement, shall be the only remedies available to the Customer in case of delay on the part of ES. All other claims against ES based on such delay shall be excluded.

EXAMINATION

In the event of packaging damage, the Customer shall inspect the products immediately upon delivery (but no later than two weeks after delivery), for any visible defects or shortages. In the absence of packaging damage, the Customer's inspection of the products shall be conducted as soon as possible. The Customer shall immediately notify ES if any such defect or shortage is found and provide ES with documentation (e.g. photographs), as instructed by ES from time to time, to enable ES to assess the defect/shortage.

PRICES

Prices and currency are set out in the Agreement. All prices are exclusive of VAT, sales tax, export or import duties and any other levies (including customs duties) or taxes from whatever source, which shall be for the account of and paid by the Customer.

PAYMENT

Unless otherwise agreed, payment shall be made within 30 days from the date of invoice. However, if prepayment and/or delivery terms FCA/ EXW are agreed in the Agreement, full payment must have been made to ES and verified by ES before delivery and handing over possession is fulfilled.

The agreed purchase price shall be invoiced at times set out in the Agreement.

If the Customer fails to make any payment when due or if such failure is likely to occur, ES may, without prejudice to any other right or remedy which it may have, claim payment of reminder charges, collection charges and interest in accordance with applicable law (however not lower than 12 %) and claim compensation for recovery costs. ES may also a) if payment is overdue with more than 14 days (despite a reminder) terminate the Agreement (or part thereof in respect of the unpaid order in question) and/or b) suspend performance of its contractual obligations under the Agreement (and any other agreement between ES and the Customer) until the Customer has paid in full any overdue amounts and/or provided security for payments in such form as ES may require.

In the event of termination of the Agreement (or any other agreement between ES and the Customer), all payments to ES shall become immediately due and payable.

BILL OF LADING (*only applicable if delivery terms FOB are agreed*)

Documents (Bill of Lading) will not be released by ES until payment has been made in full and the payment has been registered on ES account (i.e. payment against documents).

RETENTION OF TITLE

Ownership of the products shall not pass to the Customer until payment in full has been received by ES. If the Customer fails to pay in full on time, ES shall be entitled to take back the products at the sole cost of the Customer. Such retention of title shall not affect the passing of risk. The Customer is not entitled to enter into any transactions or take any measures that would compromise ES' title to the goods.

CANCELLATION AND RETURN OF PRODUCTS

No binding order may be cancelled by the Customer unless agreed in writing by ES. In the event of an agreed cancellation, ES is entitled to charge the Customer a cancellation fee of 30 % of the value of the cancelled order.

Products shall not be returned to ES without the prior written consent of ES or as otherwise set out in the Agreement.

If ES accepts a return and provided that the return is not due to and subject to defects (as set out below under "Liability for defects"), any such return shall be subject to payment by the Customer of handling and restocking charges, transport and other costs incurred by ES. The Customer shall also bear the risk of the product until it is returned to ES. The returned product must be in new condition (including packaging) and fully saleable by ES.

WARRANTY FOR ES PRODUCTS

ES warrants that the products supplied are free from defects in material, design and workmanship and conform to the specifications agreed in writing in the Agreement.

The warranty period is five years for heat pump compressors and three years for all other products/parts/accessories. The warranty does not cover plate heat exchangers in heat pumps and does not cover "Third Party Products" (including equipment, software and peripheral products), which for the purpose of the Agreement shall mean products sold by ES to the Customer other than an ES product itself (including its components and software). Third Party Products are for example used for plug-in modules, which include an ES product integrated into third party products. These components and products are therefore not covered by the warranty. Warranty and liability for Third Party Products is dealt with separately as set out below under "Warranty and liability for third party products".

The warranty period starts from the date of delivery. For products ordered for local stocking by the Customer as agreed with ES, the warranty period shall commence six months after delivery.

If a product is repaired or replaced as a result of a warranty claim as set out below, the warranty period shall be the unexpired part of the warranty period of the repaired or replaced product.

The warranty does not cover defects caused by circumstances arising after the risk has passed to the Customer. For example, the warranty does not cover defects caused by operating conditions other than those actually foreseen by ES or by improper use of the product. The warranty does not cover defects due to incorrect maintenance or installation (see conditions for the validity of the warranty below) or modifications made without the written consent of ES or incorrect repairs. The warranty does not cover normal wear and tear or deterioration.

The warranty set forth above in this section is the sole and exclusive warranty provided for products purchased under an Agreement and applies to the Customer as the original purchaser and is non-transferrable.

Conditions for the validity of the warranty

The warranty for the products is only valid provided that the products have been: a) installed in accordance with ES' instructions and specifications from time to time and in all circumstances so as not to impair the functionality of the products or the limitations, control and safety features of the equipment; b) maintained and repaired in accordance with ES' maintenance and repair instructions from time to time and local requirements; and c) registered for warranty in ES warranty registration system used by, and within the period from commissioning of a product as instructed by, ES from time to time or in accordance with any other warranty registration procedure separately agreed in writing between the parties.

LIABILITY FOR DEFECTS

ES's liability for defects in a product shall be limited to defects covered by a valid warranty as set out above in the Agreement (and any reference to a defect in the Agreement shall be a reference only to a defect covered by a valid warranty). In addition, ES shall have no liability for defects unless expressly stated in the Agreement.

ES liability for defects only covers the product itself. ES shall have no liability for damage caused by a product to any immovable or movable property, or for the consequences of such damage. Nor shall ES be liable for any damage to products manufactured by the Customer or to products of which products sold by ES form a part.

The extent of ES's liability for a defect will depend on whether or not the defect constitutes an Epidemic Failure as set out below.

Warranty claims

Notification of defects (warranty claims) must be made in accordance with ES' warranty claim procedure in force from time to time or any other warranty claim procedure separately agreed in writing between the parties and must include at least the following information in English: a) model number; b) serial number of the equipment; c) date of installation; d) date of failure; e) description of failure; f) claimed reason for failure; g) error code; and h) photographs and/or other documentation evidencing the failure.

The Customer must notify ES of a defect without undue delay after the Customer became aware (e.g. from an end customer) or should have become aware of the defect. Such notice shall under no circumstances be given later than at the expiry of the relevant warranty period.

If the Customer fails to notify ES of a defect within the time limits and in the manner mentioned above, the Customer loses its rights to make any claim in respect of the defect.

Applying the above procedure, ES shall be deemed to have fulfilled its obligations in respect of the defect.

Liability for defects not constituting Epidemic Failure

The following shall apply for defects not constituting Epidemic Failure. The defect shall be remedied as set out below.

Remedial works shall be carried out by the Customer (or a third party appointed by the Customer) at the Customer's expense. The cost to the Customer of handling remedial works is included in the price of the products (as a discount).

Spare parts (which for the sake of this Agreement also includes software or software updates) necessary for remedial work shall be provided to the Customer as set out under "Handling of spare parts" below.

It should be noted that the ES obligations under this clause does not cover the refilling of refrigerant.

ES may, in its sole discretion, instead of providing spare parts, agree to provide a replacement product for the defective product.

Liability for defects constituting Epidemic Failure

The following shall apply for defects constituting Epidemic Failure.

"Epidemic Failure" means that ten percent or more of products within the same product line delivered to the Customer during a rolling 90-day period are found to have defects with the same common root cause derived from material, design or workmanship. Epidemic failure shall exclusively apply to products within a product line (delivered within the time set forth above) provided that such claim relates to a total delivery of products of at least 50 products over the relevant 90-day period, unless a different number of products or time period is agreed in writing between the parties.

The defect shall be remedied as set out below.

The defect shall be remedied by repair works, which shall be performed (at the choice of ES): a) by ES or its appointed subcontractor, whereby the Customer shall enable ES to exercise its right to perform repair works; or b) if requested by ES, by the Customer or its appointed subcontractor at ES cost. Spare parts necessary for remedial work shall be provided to the Customer as set out under "Handling of spare parts" below.

ES may, in its sole discretion, instead of providing spare parts, agree to provide a replacement product for the defective product.

ES shall perform repair works without undue delay, however, always taking into account the necessary production time for spare parts/tools/replacement products and time for transportation to the Customer.

The Customer shall use reasonable efforts to mitigate the costs it incurs due to Epidemic Failures as regards costs that ES shall reimburse and shall use its best endeavours to facilitate the return of the defective products and parts as set out above.

Unless requested by ES, a defective product may not be disassembled prior to remedy. Any failure to comply herewith will render the warranty void for the relevant product.

Applying the above procedure, ES shall be deemed to have fulfilled its obligations in respect of the defect.

Handling of spare parts

The Customer shall use and order/be supplied with spare parts required for remedial work as set out below.

Where FOB delivery terms are agreed, the delivery will include an agreed quantity (two per cent unless otherwise agreed) of spare parts free of charge in respect of the products purchased.

The Customer may also have purchased spare parts for local stocking (subject to the terms of any distribution agreement between ES and the Customer).

Spare parts for remedial work shall be taken from the Customer's stock, provided that the relevant part is in stock.

Restocking of spare parts used as described above shall be purchased from ES using the ES ordering procedure applicable from time to time for spare parts allocated to defective products (see also "Ordering Procedure" above). Such spare parts shall, unless otherwise agreed, be delivered to the Customer together with the next delivery of products ordered by the Customer on EXW or FCA Vårgårda, Sweden (or such other place of business of ES as from time to time may be specified in the relevant order confirmation) on the same terms of

delivery as agreed for the underlying purchase. If the Customer does not place such an order with which the spare parts can be shipped within a reasonable time, ES may deliver the spare parts to the Customer provided that the minimum order quantity of spare parts applied by ES from time to time is met with delivery terms EXW Vårgårda, Sweden (or such other place of business of ES from time to time as is set out in the relevant order confirmation), which spare parts will be invoiced as set out below.

If the Customer does not have the required spare parts in stock for remedial work, the required spare parts shall be purchased from ES in accordance with the ES ordering procedure applicable from time to time to spare parts allocated to defective products (see also "Ordering Procedure" above).

ES will invoice the Customer for each spare part order in accordance with the applicable price list. However, ES will issue a credit invoice for each spare part purchased (applying the price used when invoicing the relevant part) if a relevant defective part or product (for which the purchased spare part was used to remedy a defect, directly or for restocking purposes) is returned to ES within the time limit and in accordance with the procedure set out under "Return of Defective Products" below. A credit invoice will only be issued by ES if ES is responsible for the relevant defect attributable to the returned parts/products and subject to compliance with the procedure set out under "Return of Defective Products".

Return of defective products

Defective parts or products for which ES is liable, replaced in accordance with the above, shall, unless otherwise instructed by ES, become the property of ES and shall be delivered DAP by the Customer to ES's warehouse at Terminalgatan, SE-447 37 Vårgårda, Sweden (or such other warehouse in Sweden as ES may instruct the Customer to use) and at ES's expense. Returned parts/products must be complete and not be "dismantled" (stripped of spare parts) and be packed and marked as instructed by ES. If the defective parts or products are not returned to ES within 30 days (unless otherwise agreed in writing) of receipt of the spare parts or replacement products, the Customer shall pay for the delivered spare parts/replacement products according to ES's list prices.

Notwithstanding the above, if ES is not liable for the claimed defect assignable to returned parts/products, ES has the right to charge the Customer for costs related to the delivery to ES of the parts/products replaced. The Customer shall at its own expense collect the returned parts/products immediately and if they have not been collected within 30 days from ES written notice, the returned parts/products shall become ES property at no cost of ES.

Service organisation and support

The Customer shall be responsible for organising and handling after-sales service and warranty claims to its customers and, in case the Customer is the sole or exclusive distributor within a territory, to all customers with ES products installed (whether or not the relevant product was sold by the Customer). The Customer shall maintain (by itself or through partners) at its own expense an adequate service organisation that is knowledgeable about the products and sufficient to support the Customer's duties and obligations under this Agreement. If necessary to comply with local regulations, the Customer shall at its own expense provide after-sales service for ES products after the expiry of the relevant warranty period.

ES shall provide to the Customer free of charge support and troubleshooting to a reasonable extent attributable to warranty claims, provided that warranty claims are made in accordance with the Agreement.

WARRANTY AND LIABILITY FOR THIRD PARTY PRODUCTS

Any Third Party Product sold by ES to the Customer is supplied on a "pass through" basis only. The Customer shall benefit from any valid warranty for a Third Party Product to the same extent (and only to such extent) as ES actually benefits from such warranty from a third party vendor or original manufacturer. ES's liability for Third Party Products is limited and ES shall only be liable to the Customer to the extent that the third party vendor or original manufacturer is liable to ES and no remedies shall be available to the Customer other than the remedies actually available to ES against the third party vendor or original manufacturer (i.e. ES shall be fully covered back-to-back). Warranties for Third Party Products vary from product to product. It is the Customer's sole responsibility to inform themselves of the terms and conditions applicable to

any warranty for a Third Party Product (including what may limit or void such warranty or the remedies available under such warranty).

GENERAL LIMITATION OF LIABILITY

The Customer acknowledges that it has not relied on any representation or warranty made or given by or on behalf of ES before the entry into the Agreement, which is not explicitly set out in the Agreement.

The remedies specifically set out in the Agreement are the only remedies available to the Customer for defective products or delays in delivery. ES has no other or further liability to the Customer whether for breach of agreement, negligence or otherwise in respect of any defect in, lack of conformity of, a product or for delay in delivery of products except as specifically set out in the Agreement.

ES liability pursuant to the Agreement towards the Customer is under all circumstances limited to direct damages. ES is not liable for indirect damages and consequential damages, such as, for loss of profit, interruption of production and/or interruption of operations at the Customer or its customers. It is specifically agreed that ES is not liable for consequential damages on buildings or other things outside of the product itself (whether under warranty or otherwise).

ES' total liability towards the Customer in respect of losses arising under or in connection with the Agreement shall not under any circumstances exceed a) in case of a delay or defect (or termination due to a delay or defect), an amount equal to 30 % of the purchase price for the delayed or defect products and b) in case of any other breach, 15 % of the total amount paid or payable by the Customer under the relevant Agreement on which the claim is based during the past twelve months, in all cases excl. any VAT, taxes and duties.

The limitations set forth above shall not, however, apply to claims from the Customer as regards statutory claims assignable to product liability claims under applicable product liability laws and other claims under mandatory law due to harm done to a person's life, body or health. Notwithstanding anything to the contrary in the Agreement, ES shall under no circumstances be liable for - and no warranty shall cover - defects arising from materials supplied by the Customer or from a design prescribed or specified by the Customer.

INDEMNIFICATION

If any claim or action is brought against ES, by someone other than the Customer, arising out of the Customer's use (including direct or indirect sales to customers and end customers) of products, other than statutory claims assignable to product liability claims under applicable product liability laws and other claims under mandatory law due to harm done to a person's life, body or health, the Customer shall indemnify ES against all losses.

SPARE PARTS

ES shall ensure that spare parts for products are available for purchase up to ten years from the date of production of the relevant product.

UPGRADES

Where desirable improvements to products are identified and where remedial action is to be taken by the Customer due to defects, ES or the manufacturer (factory) may provide information on necessary upgrades to be carried out. These may be component, manufacturing or design upgrades. Such upgrades must be carried out by the Customer (or its service partner) at its own expense (provided that otherwise is not set out as regards compensation under "Liability for defects constituting Epidemic Failure").

CHANGES

ES shall have the right to make changes to the ordered products which are necessary to comply with applicable law or safety requirement, or which do not significantly affect the nature or quality of the products negatively. If ES requests other changes, the Customer shall not unreasonably withhold or delay consent to such requests.

INTELLECTUAL PROPERTY RIGHTS

Nothing in the Agreement or otherwise transfers or assigns any intellectual property rights, in or arising out of or in connection with the products or

services and in any drawings, descriptions, manuals or other documentation given by ES to the Customer.

FORCE MAJEURE

A party shall be relieved from liability for a failure to perform its contractual obligations during such period, and to the extent that the due performance thereof by the party is prevented by reason of any circumstance beyond the control of the party, which could not reasonably have been foreseen at the formation of the contract, such as industrial disputes or strikes, fire, natural disasters and extreme natural events, epidemics and quarantines, war, mobilization or military call up of a comparable scope, requisition, seizure, trade and currency restrictions, insurrection and civil commotion, shortage of transport, general shortage of materials, restrictions in the supply of power and defects or delays in deliveries by subcontractors caused by any such circumstance as referred to in this clause, or other circumstances of similar importance.

If a party wishes to invoke a force majeure event in accordance with this section it shall give notice to the other party when there is a risk for failure or delay to perform an obligation under this contract. Failing to give such notice, the party shall not be discharged from liability for any damage which could have been avoided if notice had been given in due time. The time for performance of the relevant obligations of a party shall be appropriately extended by the period during which the circumstance constituting force majeure shall have continued.

CONFIDENTIALITY

The Agreement and all non-public information which ES has disclosed or may hereafter disclose to the Customer in connection with the Agreement or the supply of products shall be deemed to be the confidential and/or proprietary information of ES and shall be kept confidential by the Customer, save for any information which a) the date of its disclosure is in the public domain or at any time thereafter comes into the public domain (other than by breach of the Agreement); or b) was in the Customer's rightful possession or was independently developed by the recipient at the time of disclosure and was not obtained, directly or indirectly, by or as a result of breach of a confidentiality obligation.

This confidentiality undertaking does not apply to the extent that a disclosure of information is required due to an obligation by law or pursuant to any order of court or other competent authority or tribunal or by any applicable stock exchange/market place regulations. The recipient agrees and undertakes to use its best efforts to ensure that any information disclosed under this sub-section, to the extent possible, will be treated confidentially by anyone receiving such information.

The Customer is aware a) that ES is a publicly listed company, b) that securities laws and regulations, such as the Swedish Act (2005: 377) on Penalties for Market Abuse in the Financial Trading, may be applicable in relation to confidential information, and c) that the Customer, by receiving such confidential information, may be considered an "insider" under applicable law and consequently be prohibited from using such information for its own, or any other persons, benefit. The Customer undertakes to inform, and is also responsible for, its employees, contractors and others who receive such information in this regard.

TERMINATION

If the Agreement is terminated by ES due to breaches of the Agreement by the Customer, ES is entitled to – in its sole discretion – terminate (in full or in part) all other Agreements between ES and the Customer, including all orders that have not yet been delivered to the Customer and claim damages.

Upon termination by ES of an Agreement (or part thereof) the Customer shall pay liquidated damages in an amount equal to the advance payments made to ES for orders covered by the termination that have not yet been delivered or for which ES has retention right. Should the actual damages be higher than the liquidated damages, ES shall be entitled to claim damages corresponding to the actual damage (less the liquidated damages). The payment of liquidated damages or other damages does not affect the rights of ES to take other action in relation to a violation of the provisions herein.

PERSONAL DATA

ES processes personal data following applicable data protection laws. To learn more visit ES' website where ES privacy policy is available.

MISCELLANEOUS

The Agreement may not be transferred or assigned in whole or in part by the Customer, without the prior written consent from ES. Without prior notice, ES may assign rights and obligations under the Agreement, to any person or company.

Amendments and additions to the Agreement shall be made in writing to be valid.

Unless this Agreement explicitly provides otherwise, no delay or omission by ES to exercise any right or power it has under the Agreement shall impair or be construed as a waiver of such right or power.

EXPORT CONTROL AND SANCTIONED PARTIES

The Customer shall comply with all applicable export control and trade sanction rules, including having relevant compliance procedures and controls.

If due to export control and trade sanction rules, ES considers that it is or will be prohibited, hindered, restricted or significantly adversely affected in complying with its obligations under the Agreement, ES may cancel or postpone the delivery of products or services. In such case, ES will not be liable for any direct or indirect claim or loss.

GOVERNING LAW AND DISPUTE

The Agreement shall be governed by Swedish law, exclusive of any choice of law principles. It is explicitly agreed that the United Nations Convention on the International Sale of Goods shall not apply.

Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Gothenburg, Sweden. The language to be used in the arbitral proceedings shall be English. A party may not make the award or any other documentation regarding the arbitration available to any third party unless – and only to the extent that – it is required by mandatory law or by any applicable stock exchange/market place regulations.