

GENERAL PURCHASE TERMS AND CONDITIONS

1 GENERAL

These general terms and conditions for purchasing (the "GTC") shall apply on all purchases made by Artifex Sweden AB, company no. 559517-1009 or any of its current or future Affiliates ("Buyer") of Products, Tooling or Services from a supplier (the "Supplier") unless otherwise explicitly agreed or otherwise specified in a Framework Agreement, Purchase Order, Purchase Order Amendment or Call-Off referring to these GTC's.

In the event the Supplier refers to its own terms and conditions of purchase/sale and such conditions are in conflict with any provisions in these GTC's, these GTC's shall supersede the Supplier's own conditions regardless of whether Buyer previously has objected to the Supplier's conditions or not.

2 DEFINITIONS

In the GTC the following terms shall have the meaning given below, unless in any particular instance the circumstances expressly indicate otherwise.

Affiliate/s – means any company within the same group of companies as a Buyer.

Agreement – means a Framework Agreement, Purchase Order, Purchase Order Amendment and/or Call-Off (as applicable) and all appendices/documents referred to in them (including these GTC) concerning purchases of Products; or Services by Buyer from Supplier.

Buyer Property – means technical documents, information, patterns, tools, machinery, equipment and digital/production material owned by Buyer and necessary for the manufacture and/or delivery of the Products or performance of the Services.

Call-Off – means individual call-offs made by Buyer under a Purchase Order or a Frame Agreement of specific volumes of Products to be delivered or Services to be performed a specific delivery date.

Capacity Analysis Report/s – means a document agreed by the Parties specifying the delivery capacity undertaken by the Supplier under a specified time period subject to the provisions set forth in the Agreement.

Change Order – means an order requesting changes as defined in clause 9.1.

Confidential Information – means information defined in clause 24.1.

Day or day – means calendar day.

Defect – means a defect, a deficiency or a deviation from the Specification of Services to be performed or Products to be delivered, including functional and aesthetical requirements and technical requirements following from Laws and Regulations.

Defects Liability Period – means the period as defined in clause 12.1.

Intellectual property Rights – means any patents, trademarks, design rights, utility model rights, copyrights, trade secrets, know-how and other equivalent rights whether eligible for registration or not.

Laws and Regulations – means all laws, statutes, rules and regulations, and judicial or administrative orders or decisions (including interpretations), at any time applicable to the design, engineering, construction, completion, testing, repair, use or maintenance of the Products or Services.

Products – means the products specified in the Agreement and/or Specification, which the Supplier shall deliver to Buyer. Unless the circumstances reasonably indicate otherwise, what applies for Products in these GTC shall also apply to Tooling.

Purchase Order – means an order of Products or Services placed by Buyer stipulating *inter alia* the Products or Services ordered (subject to Call-Offs when applicable), any volume commitments (if agreed), the price for the Products or Services and the delivery terms for Supplier's delivery of Products or provision of Services. A Purchase Order shall apply for the term set out in the Purchase Order or, in the event the Purchase Order is tied to a specific project as communicated by Buyer, for that project term.

Results – means any inventions, discoveries, know-how, data, documentation, reports, materials, writings, designs, software (including all source codes), methods and other information, recorded in any form as well as any Intellectual Property Rights pertaining to any of the foregoing that are discovered or generated by or on behalf of the Supplier in connection with the performance of the Services.

Services – means the services specified in the Agreement and/or Specification, which the Supplier shall perform for Buyer.

Specification – means the documentation agreed by the Supplier and Buyer which describes the Products or Services in terms of e.g. quality, shape, function, performance, results to obtain and material content, etc.

Supplier – means the legal entity or entities identified as the Supplier in an Agreement and includes its legal successors but not (except with the written consent of Buyer) any assignee of such entity or entities.

Tooling – means (i) tooling specifically designed for or otherwise used for the production of Products to Buyer by the Supplier, including unique computer software, dies, fixtures, jigs, gauges, molds, drawings, CAD, mechanical and electrical interfaces and patterns required for the production of Buyer's

part/Product produced by the Supplier or (ii) have such other meaning as set out in the Agreement or a Tooling Guideline applicable under the Agreement.

Tooling Guideline – shall have the meaning set out in clause 6.

3 ORDER OF PRIORITY AND UPDATES

3.1 Unless otherwise agreed in writing, the different documents constituting the Agreement shall take precedence in the order specifically stated in the Agreement.

3.2 Buyer may make a general update of these GTC's and shall notify the Supplier of such update immediately after they are published on Buyer's website www.artifexautocomp.com or otherwise made available to Supplier as per Buyer's routines from time to time. The Supplier may object in writing to such general update of the GTC's within two weeks from the receipt of the notice from Buyer in the event the made updates have a material effect on the Supplier's costs and/or the Supplier's fulfilment of the Agreement. The updated version of the GTC's will become effective between the Parties if the Supplier does not make an objection due to the above mentioned circumstances within the said two week period.

4 DELIVERY AND DELAY

4.1 Products shall be delivered in accordance with the delivery terms stated in the Agreement and the specific delivery dates stated in the Purchase Order (as regards Tooling) or otherwise in the Call-Offs provided by Buyer to the Supplier under the Agreement. The Supplier cannot reject Call-Offs or Purchase Orders with volume requirements within volumes stipulated by an approved forecast according to clause 7.1 or an applicable Capacity Analysis Report. As regards Services ordered and provided the Parties have agreed on a time plan/project plan referred to in the Agreement for the performance of Services, the Supplier shall adhere to the provisions/delivery dates/periods set forth in such time/project plan.

4.2 Partial deliveries are not accepted without Buyer's prior written approval. If a partial delivery is approved by Buyer, the Supplier shall bear any additional transport costs due to such partial delivery. In case of a partial delivery the Supplier shall specify the outstanding quantity on the delivery note and invoice pertaining to such partial delivery. Further, delivery shall not be deemed to have taken place until the entire delivery has been performed, regardless of whether Buyer has approved a partial delivery and with exception only if Buyer has explicitly provided otherwise in Buyer's binding approval.

4.3 All deliveries shall be properly packed by the Supplier in accordance with the provisions specified in the Agreement and as instructed by Buyer from time to time. All deliveries shall always be delivered with packing and protection sufficient to prevent damage to, or deterioration of, the Products under normal transport conditions.

4.4 The Supplier shall be responsible for providing Buyer with all documentation necessary for importation control of the Products. Such documentation shall be provided in a timely manner, enabling Buyer to import the Products without any delay, and at no extra charge to Buyer.

4.5 The Supplier shall use its best efforts to ensure timely deliveries. The Supplier shall immediately notify Buyer in writing of any anticipated delay in meeting the delivery date, stating the reasons for the delay and its best estimate of when such delivery can be made. Should the Supplier not deliver the Products or Services at the agreed delivery dates and this is not due to any circumstances for which Buyer is responsible, then Buyer may by written notification to the Supplier cancel the delayed delivery.

4.6 Upon Buyer's request, the Supplier shall deliver the Products with a premium transport as further instructed by Buyer. The Supplier shall arrange for such premium transport in accordance with Buyer's instructions regardless of the cause for Buyer's request. Any additional costs associated with the performance of a premium transport shall be paid by the Party causing the need for the premium transport.

4.7 If the Supplier fails to deliver the Products in accordance with an agreed delivery date, the Supplier shall, if possible and at its own expense, arrange for a different shipping/transport mode (e.g. air freight) enabling Buyer to take delivery at Buyer's premises as soon as possible.

4.8 If the delay is caused by Buyer, the Supplier shall be entitled to an extension of time in respect of any affected delivery. Such extension shall be for a period of time corresponding to the actual delay in completion of the delivery. Delivery within such extended time shall not be regarded as a late delivery. The Supplier has the burden of proof as to the occurrence of a matter that entitles the Supplier to an extension of time and its actual effects on completion of the relevant delivery.

4.9 If delivery is delayed for reasons due to the Supplier, Buyer is entitled to;

- a) completely or partly terminate the purchase of the Products or Services which Buyer does consider having no use of due to the late delivery, and
- b) make substitute purchases from other suppliers (any increased costs as a result hereof to be covered by the Supplier).

4.10 If the Supplier fails to meet the agreed delivery date, the Supplier shall pay liquidated damages to Buyer. The liquidated damages shall be two (2) % of the price of the delayed delivery of Products per commenced week.

4.11 In addition to clause 4.10, the Supplier shall compensate Buyer for all direct and indirect cost, losses and damages arising out of or relating to the late

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delivery of Products or Services. The compensation shall include but not be limited to penalties and damages that Buyer is obligated to pay to its end customers as a result of the delay.

- 4.12 If the Supplier is delayed in delivering the Products or in performing the Services, the Supplier shall at its own expense be obliged to accelerate the manufacture or delivery of the Products or performance of the Services (e.g. by increasing the number of workers, the number of shifts, the days of work and/or to the extent permitted by Laws and Regulations, to institute or increase overtime operations) in order to regain any time lost and manage the delivery dates agreed.
- 4.13 If not otherwise specifically set forth in the Agreement, Buyer is not required to inspect the Products prior to their use. The Supplier waives any right to require Buyer to conduct an inspection of the Products.

5 PERFORMANCE OF SERVICES

- 5.1 If Buyer according to the Agreement orders Services from the Supplier, the provisions in this section 5 shall apply together with all other provisions in the Agreement reasonably or expressly applicable in relation to the Services.
- 5.2 The Services shall be performed in accordance with the Specification referred to in the Agreement.
- 5.3 The Supplier shall ensure that the Supplier and its employees devote their time, knowledge, skill, attention and care to the Services agreed to be performed. The Supplier shall utilize resources and processes as it sees fit, but will at all times work in a manner that is in accordance with industry best practice and take into account policy guidelines and other relevant instructions that the Supplier will from time to time receive from Buyer.
- 5.4 The Supplier shall ensure timely deliveries of the Services according to the delivery times specified in the Agreement and/or Specification (as applicable). The Supplier shall immediately notify Buyer in writing of any anticipated delay in meeting a delivery date for the Services, stating the reasons for the delay and its best estimate of when such performance can be made. Buyer may by written notification require performance within a reasonable final period that shall be not less than **[two (2)]** weeks. Should the Supplier not perform the Services within such final period, and this is not due to any circumstances for which Buyer is responsible, then Buyer may by written notification to the Supplier terminate the Agreement or part thereof without any liabilities whatsoever for Buyer.
- 5.5 The Supplier shall perform the Services with personnel that are suitable, qualified and competent for the performance of the Services.
- 5.6 In connection with the performance of the Services, the Supplier shall, if appropriate, provide Buyer with a summary of the Results resulting from the Services.
- 5.7 Buyer has the right to assume that all work performed by the Supplier as part of the Services is included in the scope of Services to be performed according to the agreed prices. Consequently, in the event the Supplier considers work to be outside the scope of the agreed Services and price, and therefore requires additional remuneration, Buyer will only be obliged to pay such additional remuneration in the event the additional remuneration has been agreed upon in advance in writing.

6 TOOLING

- 6.1 In addition to being governed by these GTC, each Purchase Order for the purchase of Tooling shall be governed by the provisions set forth in Buyer's tooling guideline including but not limited to when it comes to Supplier's delivery and/or handling and/or possession of Tooling (the "**Tooling Guideline**"). The Tooling Guideline may be updated by Buyer as per clause 3.2.
- 6.2 The applicable Tooling Guideline is accessible through Supplier's links at Buyer's website at www.artifexautocomp.com; provided, that in the event of an inconsistency between these GTC and the Tooling Guideline, the Tooling Guideline shall take precedence as to all such Tooling.

7 CAPACITY REQUIREMENT AND VOLUME PROJECTIONS

- 7.1 The Supplier shall at all times maintain sufficient production and supply capacity to meet Buyer's demand of Products, as specified in the at each time applicable Capacity Analysis Report.
- 7.2 Buyer may provide the Supplier with forecasts of its future volume or quantity requirements for Products. These are volume projections and are provided for informational purposes only. If not objected to in writing by the Supplier within five (5) days from its receipt of the forecast, the forecast shall be considered approved by the Supplier.
- 7.3 If not specifically agreed in the Agreement, Buyer makes no representation, guarantee, guaranty or commitment of any kind or nature, express or implied, regarding the purchasing of any volumes of Products or Services. Further, the Supplier is granted no exclusive rights whatsoever and Buyer is free to purchase from third parties products and services that are similar to those offered by Supplier.

8 PRICE AND PAYMENT

- 8.1 The price for the Products and/or Services is specified in each Purchase Order. Buyer shall pay the price in accordance with the payment terms set out in the Agreement.

8.2 A condition for timely payment is that Buyer receives correct and all information necessary from the Supplier as requested by Buyer from time to time. Invoices shall as a minimum contain a description of the Products or Services and the delivered quantity as well as price, time of delivery and place, Buyer's name, correct identification (with company registration number) of the Buyer entity that is Supplier's legal counterparty and order number.

8.3 Buyer is entitled to suspend/withhold further payment if there is a defect in or a delay in delivery of Products or in the performance of a Service and Buyer has not paid for the relevant Product or Service.

8.4 If Buyer fails to pay an amount payable under the Agreement, interest shall be paid in accordance with the Swedish Interest Act (Swe. Rättelagen (1975:635)).

8.5 Title and risk in the Product shall pass to Buyer at delivery in accordance with clause 4.1.

8.6 Buyer has the right to set-off claims for damages against any payments due to the Supplier from Buyer.

9 CHANGES OF PRODUCTS, SERVICES OR SPECIFICATION

9.1 Buyer may at any time request changes, modifications, additions or deletions to or in a specific Specification, Product, Service, Capacity Analysis Report, Call-Off or Purchase Order. Such a request is made by using a Change Order. The Supplier shall within a reasonable time send to Buyer a change proposal, as further instructed by Buyer, with information on data and cost relevant to the proposed change(s) and modification(s). The Supplier undertakes to make such changes following agreement on new prices and/or time for delivery.

9.2 All reasonable, unavoidable and verified direct costs resulting from changes and/or modifications in accordance with clause 9.1 shall be borne by Buyer. The Supplier shall provide Buyer with all relevant documentation in such form and detail as Buyer may direct.

9.3 If and to the extent a Change Order results in cost or time savings for the Supplier, Buyer shall be entitled to an appropriate adjustment of the price of the affected Product or Service.

10 SUBCONTRACTORS

- 10.1 The Supplier may not, without the Buyer's written consent, use a subcontractor for the manufacture and/or delivery of the Products or the performance of the Services.
- 10.2 Where Buyer's end customers request that the Supplier uses specific subcontractors, the Supplier undertakes to use such subcontractors as instructed by Buyer.
- 10.3 An appointment of a subcontractor shall have no implication to the Supplier's obligations under the Agreement and the Supplier shall, for the avoidance of any doubt, be responsible towards Buyer for all acts and omissions of any subcontractor as well as for any other intermediaries appointed by the Supplier hereunder, including but not limited to in relation to any disclosure of Confidential Information.

11 PATTERNS, TOOLS, MACHINERY AND EQUIPMENT

- 11.1 Patterns, tools, machinery and equipment provided or paid for by Buyer, shall remain Buyer's property. Buyer may at any time demand redelivery of such patterns, tools, machinery and equipment. Buyer shall pay the Supplier the reasonable cost for any work necessary to adapt or supplement such patterns, tools, machinery or equipment. Costs for maintenance shall be paid by the Supplier.
- 11.2 If the Supplier during the manufacturing of the Products, discovers defects in the Products as a result of defects in the patterns, tools, machinery or equipment provided or owned by Buyer, or errors or omissions in the Specification, technical documents and information provided by Buyer, the Supplier shall immediately inform Buyer. Buyer shall correct such defects, errors and omissions.
- 11.3 Patterns, tools, machinery and equipment belonging to Buyer shall be properly marked/labelled, identified and segregated as the property of Buyer. The Supplier shall have no rights of retention of any such property.
- 11.4 The Supplier shall insure patterns, tools, machinery and equipment provided by Buyer whilst in the Supplier's possession. The cost of such insurance shall be borne by the Supplier.
- 11.5 All such patterns, tools, machinery and equipment as described above in this clause 11, shall only be used exclusively to produce the Products for Buyer and in accordance with Buyer's instructions and guidelines, as set out in the Agreement or otherwise communicated to the Supplier by Buyer in writing. The Supplier shall not, without Buyer's consent, use Buyer's patterns, tools, machinery or equipment for any other purpose than fulfilment of the manufacture and delivery of the Products, nor shall such patterns, tools, machinery or equipment be handed over to or otherwise be brought to the knowledge of a third party.
- 11.6 Patterns, tools, machinery and equipment belonging to Buyer shall be stored in an appropriate manner at the Supplier's expense and be kept at the Supplier's risk while in the possession of the Supplier.

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12 WARRANTY AND LIABILITY FOR DEFECTS

- 12.1 The Supplier warrants that the Products are free from Defects during (i) twentyfour (24) months from the delivery date of Products, or (ii) fortyeight (48) months from the delivery date provided the complaint is a result of a complaint from Buyer's end customer (the "Defects Liability Period").
- 12.2 A claim relating to a breach of warranty as regards Products shall be notified by Buyer to the Supplier in written form within ten (10) days after such breach has been noticed by Buyer.
- 12.3 The Supplier warrants that the Services are free from Defects and in all respects meet the requirements and undertakings by the Supplier in the Agreement as well as the agreed Specification.
- 12.4 A claim relating to a breach of warranty as regards Services shall be placed by Buyer within [twelve (12)] months' from the discovery of the basis of the warranty claim.
- 12.5 Should any Defect occur, the Supplier shall, after receipt of a notice thereof from Buyer, promptly at its own expense and risk replace, repair, reperform or otherwise make good all Defects so notified.
- 12.6 Products repaired or replaced pursuant to the warranties above during the relevant Defects Liability Period shall be further warranted as set out in clause 12.1 above for a Defects Liability Period equal to the original Defects Liability Period for such Products, starting on the date when the repair or replacement is finalized.
- 12.7 Should the Supplier fail to undertake all reasonable efforts to remedy a Defect within a reasonable time after the Supplier has received a second notification from the Buyer of the Defect or if Buyer determines in good faith, after consulting with the Supplier, that the remedial work cannot be done within a reasonable period of time, Buyer is entitled to with respect to Products: (i) reject the nonconforming Products, return them to the Supplier and, at Buyer's option, request redelivery of conforming Products; or (ii) retain them and either repair them itself or request the Supplier do so, on or off-site; or (iii) a reasonable reduction of the price, and with respect to Services: (i) reject the non-conforming Services and, at Buyer's option, request reperformance of conforming Services; or (ii) reperform the Services itself or through a third party; or (iii) a reasonable reduction of the price. In any event, the Supplier will bear the risk and expense of the remedial action undertaken by Buyer or the Supplier.
- 12.8 The Supplier shall compensate Buyer for any direct or indirect loss or damage arising out of or relating to the Defect or shortcoming in delivery, including but not limited to costs for assembly and disassembly, detection and analysis, scrapping and transportation.
- 12.9 If due to a delivery of defective Products the Buyer considers it necessary to inspect all Products delivered by the Supplier, the Buyer shall be entitled, after giving the Supplier notice thereof, to make such inspection at the latter's expense and without awaiting the latter's approval.
- 12.10 The Supplier shall not be held responsible for Defects that are due to Buyer, or that is due to inaccurate Specifications provided by Buyer to the Supplier.

13 PRODUCT LIABILITY AND RECALL

- 13.1 The Supplier shall indemnify Buyer against any claim, suit, judgment and/or award (including all costs in connection therewith) and pay all damage, including any indirect and/or consequential losses, which may be imposed upon Buyer arising out of or relating to any of the Products having caused personal injury or property damages due to the fact that:
- any of the Products was defective;
 - any non-compliance by the Supplier with any of its representations, warranties or obligations under the Agreement; or
 - any negligence or fault of the Supplier in connection with the design or manufacture of the Products.
- 13.2 If Buyer receives such a claim, Buyer shall immediately notify the Supplier accordingly and the Parties shall undertake all necessary investigations in order to defend such claims in the best possible way. At Buyer's request the Supplier shall, at the cost of the Supplier, also assist Buyer in the event of any claim or dispute.
- 13.3 If there is a risk of any of the Products causing personal injury or property damage due to any of the Products being defective or, (i) Buyer assumes there to be a serial defect in delivered Products; or (ii) Buyer is required by a government or authority to make a recall of any of the Products and/or end products due to Defective Products, the Supplier shall compensate Buyer for all its direct and indirect costs, losses and expenses in conjunction with such recall.
- 13.4 The Supplier shall maintain a product liability insurance that complies with market practice during the term of the Agreement and for a period of five (5) years thereafter. The Supplier shall upon Buyer's request provide Buyer with a copy of the insurance policy.

14 COMPLIANCE WITH LAWS, REGULATIONS, POLICYS AND QUALITY REQUIREMENTS

- 14.1 The Supplier shall comply with all Laws and Regulations that may apply to the development, design, production, sale, or distribution of the Products or to the

performance of the Services. In addition, the Supplier shall comply with any code of conduct issued by Buyer from time to time.

- 14.2 The Supplier shall comply with all certification and standard requirements that apply regarding the Products or Services in the countries where Buyer's end products are marketed and/or sold by Buyer as well as with such instructions regarding certification provided by Buyer from time to time.
- 14.3 The Supplier shall have a satisfactory quality assurance system in place that complies with all quality requirements and procedures specified by Buyer.
- 14.4 The Supplier shall promote continuous quality improvement in the manufacture, production and distribution of the Products and the performance of the Services. The Supplier will comply with the quality assurance processes, inspections and standards specified by Buyer for suppliers providing goods/services similar in nature to the Products or Services.

15 LIMITATION OF LIABILITY

Unless otherwise stated in these GTC's or separately agreed between the Parties, neither Party shall be liable for any indirect and/or consequential cost or losses under the Agreement. This limitation shall however not apply in relation to breach of confidentiality, personal injury and in cases of willful misconduct or gross negligence.

16 TECHNICAL INFORMATION ETC.

The Supplier shall, if requested by Buyer, provide Buyer with copies of any data, material, documentation and other information regarding the Products, their composition, substances and material used in or in connection with their production.

17 WORK PERFORMED ON BUYER'S PREMISES ETC.

If the Supplier performs any work on Buyer's premises or utilizes Buyer Property, whether on or off Buyer's premises, the Supplier will indemnify and hold Buyer or its employees (as the case may be) harmless from and against any liability, claims, demands or expenses (including actual fees of attorneys and other professionals) for damages to the property of or injuries (including death) arising from or in connection with the Supplier's performance of work or use of the relevant property.

18 INTELLECTUAL PROPERTY RIGHTS AND INFRINGEMENT

- 18.1 Nothing in the Agreement shall operate to deprive either of the Parties their respective Intellectual Property Rights.
- 18.2 The Supplier agrees that any Intellectual Property Rights developed specifically for and/or on behalf of Buyer or to facilitate the production and operation of the Products shall belong to Buyer.
- 18.3 The Supplier agrees that, unless otherwise agreed in writing, Buyer shall be the sole owner of all right, title and interest, including all Intellectual Property Rights, in and relating to any and all Results made, written, designed or produced by the Supplier in connection with the Services being performed. All Results, and any part or portion thereof, shall upon its creation be the exclusive property of Buyer. Unless expressly agreed by Buyer in writing, the Supplier shall not use the Results for any other purpose than performance of the Services.
- 18.4 Subject to clauses 18.2 and 18.3, the Supplier hereby assigns to Buyer all right, title and interest, including all Intellectual Property Rights, in and relating to any and all Products and Results. Buyer may in its sole discretion transfer, license, amend, alter, create derivative works and use the Products and Results for any purpose whatsoever. The Supplier warrants that it has the right to transfer all rights in accordance with the above to Buyer.
- 18.5 Buyer shall provide the Supplier with technical documents and information necessary for the manufacture and delivery of the Products or the performance of the Services to the extent stated in the Agreement and/or the Specification.
- 18.6 All technical documents and information provided by Buyer shall remain the property of Buyer and shall not be used for any other purpose than the manufacturing of the Products or the performance of the Services. The technical documents and information provided by the Buyer may not, without Buyer's prior written consent, be copied, reproduced, provided to or otherwise made available to any third party.
- 18.7 The Supplier shall be responsible for ensuring that the Products and/or the Results of the Services or their use does not infringe any intellectual property rights of a third party. The Supplier undertakes to indemnify Buyer for any direct or indirect expense or liability, including costs, fees, damages and losses arising out of or relating to the Products or the Results of the Services or their use and to either replace the Products or Results of the Services with non-infringing, equivalent Products or Results or to obtain necessary consent from the third party. The Supplier shall investigate, defend and otherwise handle any such claim. The Supplier shall at Buyer's request, assist Buyer in disputes in which Buyer could become involved due to such infringement and also replace Buyer in such dispute.
- 18.8 The Supplier agrees and undertakes to execute all such deeds and documents that, in Buyer's opinion, are necessary or desirable in order for Buyer to be able to protect, register, maintain and in any other way be able to fully enjoy Buyer's rights referred to under this clause 18. To this end, the Supplier is hereby expressly instructed to ensure that it has written agreements in place with its employees, partners and consultants allowing the Supplier to transfer, license

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or assign Intellectual Property Rights to Buyer in accordance with this clause 18.

19 AUDITS AND FINANCIAL INFORMATION

19.1 Buyer and its advisers shall, subject to a notification of at least five (5) business days in advance, have the right to enter the Supplier's facility during normal business hours to inspect the facility, production process, Products, performance of Services, materials and Buyer Property. If Buyer after an audit requests that the Supplier makes reasonable changes in its facility or production process to better comply with Buyer's requirements regarding quality and safety, the Supplier shall comply with such request.

19.2 An audit does not in any way limit the rights of Buyer resulting from the purchasing between the Parties. Audits shall be conducted in such a way to reduce to a minimum the impediment to the Supplier's undertakings under the Agreement or its business in general. Each Party shall bear its own costs in connection to an audit.

20 TERM OF AGREEMENT

20.1 The Agreement shall enter into force 1) when signed by both Parties in the event of a Frame Agreement, or 2) when confirmed by Supplier (by written order confirmation) in the event of a Purchase Order or a Purchase Order Amendment, and shall remain in force for the term specified in the Agreement.

20.2 Notwithstanding what is stipulated in clause 20.1, if the Agreement refers to and/or is the result of a request for quotation relating to a specific end customer supply project for Buyer, the Agreement shall be valid as long as the end customer supply project is valid between Buyer and the end customer.

20.3 In general Buyer uses the Products and/ or Services (as applicable) to manufacture end products for its customers mainly within the automotive industry. Buyer's requirements of the Products and Services is dependent of the end customers' demands at any given time. The Supplier agrees to and acknowledges that Buyer shall have the right to terminate or withdraw from the Agreement in whole or partly in the event its end customers' requirements of the end products is reduced or ceases due to e.g. changes in the vehicle models concerned, or other design or technical modifications arise, or for other reasons outside Buyer's control. In the case of such a withdrawal, Buyer shall not be liable to compensate the Supplier for any damages caused.

20.4 The termination of the Agreement by the Supplier shall have no effect on Call-Offs or Purchase Orders already placed by Buyer.

21 TERMINATION

21.1 Buyer may, at any time and for any reason, with immediate effect terminate the Agreement, a Capacity Analysis Report, Call-Off or Purchase Order partly or in its entirety by giving the Supplier written notice of such termination.

21.2 In the event of termination pursuant to clause 21.1 above, Buyer's liability is limited to pay to the Supplier the following amounts:

- (a) the price attributable to the manufacture and delivery of the Products delivered and the Services performed by the Supplier as of the date of termination; and
- (b) the Supplier's costs direct attributable to obsolete material in relation to scheduled production of Products during the upcoming three (3) week period from termination; and
- (c) all reasonable, unavoidable and verified direct costs incurred by the Supplier resulting directly from the termination.

21.3 Without prejudice to any remedy it may have against the other Party for breach or non-performance under the Agreement, either Party shall have the right to terminate the Agreement, wholly or partly, with immediate effect by giving the other Party notice in writing:

- (a) If the other Party should commit or permit a breach or non-performance of its undertakings under the Agreement and should fail to remedy such breach or non-performance within thirty (30) days after receipt of written notice;
- (b) If the other Party should commit or permit a breach or non-performance of material and essential importance to the affected Party;
- (c) If the other Party should enter into liquidation, either voluntary or compulsory, or become insolvent or enter into composition or corporate reorganization proceedings or if execution be levied on any goods and effects of the other Party or the other Party should enter into receivership; or
- (d) If the other Party repeatedly has failed to fulfil its obligations under this Agreement but has cured the failure according to clause 21.3 (a).

21.4 If Buyer terminates the Agreement pursuant to clause 21.3 above, Buyer may take over and become owner of such Products as have been manufactured, and such Results produced through performed Service, by the Supplier as of the date of termination. The Supplier shall be entitled to be paid the price attributable to such Products and Results taken over by Buyer. Any sums due to Buyer from the Supplier accrued prior to the date of termination shall be deducted from the amount to be paid by Buyer.

21.5 Upon the expiration or termination of the Agreement, the Supplier shall:

- (a) take all actions necessary to protect any Buyer Property in the possession of the Supplier or its suppliers and subcontractors;
- (b) cooperate with Buyer to help avoid production disruptions while the production of the Products and/or performance of Services are being resourced to another supplier;
- (c) transfer title and possession of the Products, Services and Results, work-in-process and raw materials that Buyer has agreed to acquire from the Supplier to Buyer and return Buyer Property and other property of Buyer to Buyer;
- (d) cease all work under the Agreement unless requested otherwise by Buyer according to sub-clause (e) below, and
- (e) if requested by Buyer in writing, continue to manufacture and supply Products or perform Services to Buyer according to the terms in force as per the date the Agreement was terminated, to the extent required to satisfy Buyer's demand for at least twelve (12) months from the date the Agreement expired, or such longer period as may be necessary for Buyer to fulfil its contractual obligations vis-à-vis its customers entered into before notice of termination of the Agreement was received, provided, however, that Buyer cannot purchase sufficient amounts of equivalent products or services from another supplier without increased costs, with equivalent delivery terms and at the same price.

21.6 Nothing contained in this clause 21 shall prejudice the right of Buyer to exercise either in lieu of or in addition to the rights or remedies conferred by this clause 21 any other rights or remedies to which Buyer may be entitled by law or otherwise.

22 INSURANCE

Each Party shall, in addition to what is set forth in clause 13.4, at all times carry and maintain liability insurance coverage to satisfactorily cover its respective obligations under the Agreement.

23 FORCE MAJEURE

23.1 A Party shall be discharged from liability for a failure to perform an obligation under the Agreement due to a circumstance beyond the Party's control. Circumstances giving rise to such discharge are war or warlike acts, restrictions by public authorities, fire, prohibition, global pandemics or other similar events, provided that the affected Party immediately gives written notice to the other Party of such event ("**Force Majeure Event**"). For the avoidance of doubt, industrial disputes, such as strike and blockade, directly related to a Party shall not be deemed as a Force Majeure Event for that Party.

23.2 If performance of significant parts of the Agreement is prevented for more than three (3) months due to a Force Majeure Event, the other Party shall be entitled to terminate the Agreement with immediate effect. Neither Party shall have any liability to the other Party as a consequence of termination of the Agreement due to a Force Majeure Event.

23.3 Regardless of what may otherwise follow from the Agreement, Buyer shall be entitled to terminate outstanding deliveries under a Capacity Analysis Report or a Call-Off, by notice in writing to the Supplier, if the manufacture or delivery of the Products or performance of the Services is suspended under this clause 23 for more than two (2) weeks. In the event the contractual relationship between Buyer and its end customers terminates due to the Supplier's suspension, Buyer shall be entitled to terminate the Agreement to the extent it is affected by such termination by the end customers.

24 CONFIDENTIALITY

24.1 A receiving Party shall keep all information disclosed by the other Party, with regard to the disclosing Party's business, in confidence ("**Confidential Information**") and the receiving Party shall use such Confidential Information only for the purposes set out in the Agreement and shall not disclose such Confidential Information to third parties except to those of the receiving Party's employees and contractors who are required to have access thereto for the purposes set out in the Agreement, and then only if such employees or contractors are obligated to observe the confidentiality of such information.

24.2 The restrictions in clause 24.1 on the use and disclosure of Confidential Information shall not apply in the following cases:

- (a) where the information was public knowledge at the time of its disclosure or has become public knowledge thereafter through no fault of the receiving Party;
- (b) where the information was already known to the receiving Party prior to disclosure by the other Party;
- (c) to information which following its disclosure by a Party hereunder was disclosed to the receiving Party by third parties who are not under restrictions in use or disclosure and who did not acquire the information from the disclosing Party in confidence; or
- (d) which the receiving Party is required to disclose pursuant to any law, enactment, stock exchange regulation or decision by governmental authorities, provided the receiving Party, that is under the obligation to disclose, promptly notifies the disclosing Party thereof, and uses its best efforts to limit the scope of the disclosure.

24.3 The Parties' obligation under clause 24.1 shall remain in force for a period ending five (5) years from the last delivery performed by the Supplier.

GENERAL PURCHASE TERMS AND CONDITIONS

- 24.4 If a delivery or the Agreement is terminated for any reason whatsoever, each Party shall upon request by the other Party return any Confidential Information (including all copies, summaries and extracts thereof) furnished by the disclosing Party in connection with the transactions contemplated hereby.
- 24.5 Regardless of what is set forth in this clause 24, Buyer is entitled to disclose Confidential Information with its affiliates as well as with Buyer's partners and consultants. Buyer shall procure that an affiliate or a consultant receiving Confidential Information from Buyer shall adhere to the same or similar undertakings as Buyer in this clause 24.
- 24.6 The Supplier may not make public the business relationship between the Parties through advertising or in any other way without prior written consent of Buyer.

25 NOTICE

Any notice shall be sent by courier, registered letter or e-mail to the ordinary addresses of the Parties stated in the Agreement or notified to the other Party at a later point of time. Proof of dispatch of a notice shall be regarded as proof of receipt of such notice. The notice shall be regarded as delivered; if sent by courier: when delivered; if sent by registered letter: five (5) days after delivery for postal service; if sent by electronic mail: when received by the receiver, provided the notice was sent by mail the same day by the sender.

26 MISCELLANEOUS

- 26.1 The Agreement constitutes the entire agreement between the Parties regarding all the issues set forth in the Agreement. Any and all written or verbal undertakings or agreements prior to Agreement are in all respect substituted by the Agreement.
- 26.2 Any amendments to the Agreement shall, in order to be binding, be made in writing and duly executed by both Parties hereto.
- 26.3 Buyer may assign its rights and obligations to an affiliate. In addition to that, neither Party may, without the prior written consent of the other Party, assign any of its rights and obligations under the Agreement to a third party.
- 26.4 The failure of either Party to insist on strict adherence to any provisions in the Agreement on any occasion shall not be considered as a waiver of any right under the Agreement, nor shall it deprive that Party of the right thereafter to insist upon strict adherence to that provision or any other provision of the Agreement. No waiver of any of the provisions of the Agreement shall be binding unless in writing and signed by duly authorized representatives of the Party to be bound thereby.

27 DISPUTES AND GOVERNING LAW

- 27.1 The Agreement shall be governed by Swedish law, without regard to its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.
- 27.2 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 Institute**"). The seat of arbitration shall be Gothenburg, Sweden and the language to be used in the arbitral proceedings shall be English.
- 27.3 The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, unless the SCC Institute, taking into account the complexity of the case, the amount in dispute and other circumstances, determines, in its discretion, that the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the SCC Institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators.
- 27.4 The Parties undertake, indefinitely, not to disclose the existence or contents of any judgment or decision related to or in connection with the Agreement or any information regarding negotiations, arbitral proceedings or mediation in connection therewith. This confidentiality undertaking shall not apply in relation to information which a Party is required to disclose by law, pursuant to an order of a governmental authority, pursuant to applicable stock exchange rules, or which may be required for the enforcement of a judgment or an award.