

# General terms and conditions - Products

## 1. INTRODUCTION

These General Terms shall apply in relation to Supplier's provision of products or goods ("Products") to Trioworld Industrier AB or any company within its group ("Purchaser") unless the Parties have agreed on terms more favorable for the Purchaser. In these General Terms "Parties" refers jointly to Purchaser and Supplier, each a "Party". "Agreement" refers to the agreement between the Parties and shall include these General Terms and the Specific Terms.

## 2. GENERAL REQUIREMENTS

Supplier warrants that the Products, their performance and their packaging will conform to the Agreement and any specifications agreed (and otherwise perform in accordance with any other product descriptions, marketing material or similar published or provided by Supplier, prior to signing of the applicable order), applicable laws and generally accepted trade practices and standards and otherwise be free from defects and non-conformities resulting from faulty design, materials or workmanship. Where no specific packaging standards have been agreed, the packaging of the Product shall conform to generally applied packaging standards for products and goods such as the Products and be suitable for the selected mode of transport and the conditions at the place of delivery.

Supplier shall, free of charge, provide all documentation and instructions regarding the Products reasonably required for the utilization of the Product as intended and any other documentation and information required to be provided under applicable laws, regulations and relevant industry standards and/or practices.

## 3. DELIVERY

Products shall be delivered DDP (INCOTERMS 2010) to Purchaser's site as set out in the applicable order and otherwise the Agreement. Supplier shall deliver Products during Purchaser's ordinary working hours at the relevant delivery site. Supplier shall, in consultation with Purchaser, plan and carry out all deliveries so that any work carried out at the delivery site (including third party work) is not disturbed more than necessary.

## 4. TITLE

Title to the Product is transferred to Purchaser when the Product has been delivered as set forth in the Agreement.

## 5. DELAY

Supplier shall, as soon as practically possible, notify Purchaser in writing of any expected delay, stating the reason for the delay and, to the extent possible, the time when delivery can be expected.

Where the Parties have agreed on a specific time for delivery or where the Parties have otherwise agreed that the performance of any part of Supplier's obligations shall commence or be completed, including the timely delivery of Products, and Supplier fails to meet such times, Purchaser shall be entitled to liquidated damages of five (5) % of the Purchase Price for the Products in delay, per commenced week of delay, or (if greater) compensation from Supplier for any loss, cost or damage suffered or incurred by Purchaser in case of such delay.

Where the delay is material (and in any case if it extends for more than 21 calendar days) or Supplier has been repeatedly in delay Purchaser shall be entitled to rescind the Order and/or terminate the Agreement in whole or in part in writing with immediate effect and in such case, Purchaser shall be entitled to compensation for any additional cost, loss or other damages incurred or suffered thereby.

## 6. DEFECTS

Any deviation in the Product from what is stated or warranted in the Agreement shall constitute a defect, except to the extent caused by Purchaser. Purchaser shall notify Supplier of any defect within reasonable time after having noticed and understood the nature of the defect. Purchaser shall be entitled to present any claim under this section 6 regarding a defect in the Product which appears within two (2) years from the date of delivery of the Product. This time limitation shall however not apply in case of gross negligence or willful misconduct on the part of Supplier.

Supplier shall without delay and at no cost to Purchaser, at Purchaser's discretion, repair the defective Product, replace the defective Product with a non-defective Product or (if accepted by the Purchaser) compensate Purchaser by means of a price reduction, which shall correspond to the reduced value and/or increased costs for Purchaser of the Product. If a Product has been installed at the Purchaser, repairs or replacements shall be conducted where such Product is located.

To the extent Supplier fails to replace or repair the Product in accordance with the foregoing paragraph, Purchaser shall be entitled to, at its discretion, either itself remedy the defect at the risk and expense of Supplier or employ a third party to do so. Where the defect is material, Purchaser may always claim

damages, rescind the order and/or terminate the Agreement in whole or in part with immediate effect. If the Product is defective, Purchaser shall be entitled to compensation for any cost, loss or other damage incurred by Purchaser due to the defect to the extent such cost, loss or other damage has not already been compensated otherwise under this section 6 (e.g. if a price reduction does not compensate the Purchaser in full).

If the Parties have entered into support and maintenance agreement, such agreement shall also apply during the period during which claims pursuant to this section 6 may be presented. However, Purchaser shall not pay any fees under such agreement for rectification of deficiencies during such period.

## **7. PAYMENT TERMS**

The purchase price for a Product shall be fixed and includes all resources and investments required for Supplier to provide the Products in accordance with the Agreement, including without limitation any tax (other than VAT), costs for packaging, services, license and sub-contractor fees. Charges such as invoicing, administration costs etc. may not be billed. Invoiced amounts become due 60 days from receipt of a properly issued invoice. Invoices shall be issued after delivery of the Products and may not be issued more frequently than on a monthly basis. Invoices shall be sent no later than six (6) months after delivery of the relevant Product. The Purchaser shall not be obliged to pay invoices issued after such time. In the event of late payment, penalty interest is payable at the current reference rate of the country where the Purchaser is registered plus two (2) percentage points. Purchaser may withhold payments corresponding to the disputed amount in case of dispute of an invoice. Supplier shall not thereby be entitled to suspend the performance of its obligations, provided such invoice is disputed in good faith. Invoices shall only be valid and payable if (in addition to any mandatory legal requirements) including the name of the order submitter and such other information as requested by Purchaser in writing.

## **8. INSURANCE**

Supplier shall, at its own cost, procure and maintain a liability insurance in a sufficient liability amount, taking into account the nature and scope of its obligations and liabilities under the Agreement. Upon request by Purchaser, Supplier shall provide an insurance certificate in order to prove its compliance with this section 8.

## **9. INFRINGEMENT**

Supplier warrants that the Products or any part thereof does not infringe any third party intellectual property rights, and the use thereof does not require the Purchaser to pay any amount to any person in respect of any such right. Supplier shall indemnify and hold Purchaser harmless for any loss, cost or damage suffered or incurred due to or in connection with alleged or actual infringement of third party intellectual property rights (whether existing now or in the future) resulting from Purchaser's use of the Product.

In the event that a third party claims infringement of its intellectual property rights, Supplier shall at its option and expense replace or modify the disputed part of the Product (whether delivered or not) with a part or modification that conforms to the Agreement and which does not infringe any intellectual property rights, or obtain a right for Purchaser to continue using the relevant Product without infringing any such right.

Purchaser shall be entitled to terminate the Agreement with immediate effect if Supplier does not remedy an alleged intellectual property rights infringement within a reasonable time from becoming aware or notified thereof.

Purchaser shall, in addition to compensation for amounts which Purchaser may be compelled to pay to a third party, be entitled to compensation for any other loss due to an alleged infringement of a third party intellectual property right.

## **10. COMPLIANCE**

Supplier warrants that it complies, and shall continuously comply, with all applicable laws, regulations, decisions by public authorities, Purchaser's Supplier code of conduct (including the right for Purchaser to perform audits of the Supplier), and international recognized standards, all including relating to processing of personal data, employment and labor rights, including employment discrimination, health and safety, freedom of association and collective bargaining.

Personal data from the Purchaser may only be transferred outside of EEA with the prior written consent of the Purchaser.

Supplier warrants that it, and its direct and indirect subsidiaries and affiliates and sub-contractors, has in place adequate procedures and mechanisms for preventing, reporting and appropriately acting upon suspected violations of applicable rules and regulations regarding money laundering.

Supplier warrants that neither Supplier, including its direct and indirect subsidiaries, nor, to the best of its

knowledge, any director, officer, employee, subcontractor, or supplier, is subject to sanctions.

Supplier warrants that it, and its direct and indirect subsidiaries and affiliates and sub-contractors, shall comply with all applicable laws on anti-corruption ("Anti-Corruption Laws"), and warrants that it has not violated any Anti-Corruption Law.

Supplier shall not cause Purchaser, or any of its affiliates, to violate any Anti-Corruption Laws in connection with the activities conducted on behalf of Purchaser or any of its affiliates. Without limiting any of the foregoing, Supplier will not, in connection with the activities to be performed on behalf of Purchaser, or any of their affiliates, pay, offer, promise, or authorize the payment or transfer of anything of value, directly or indirectly, to any other person or entity for the purpose of improperly obtaining or retaining business or any other advantage for Purchaser or its affiliates or for any other purpose prohibited by any Anti-Corruption Law. Supplier shall not make facilitation or "grease" payments in connection with activities to be performed on behalf of Purchaser or any of its affiliates.

Supplier is not authorized to and will not act as an agent of Purchaser, or any of its affiliates, in relation to any government officials.

Supplier agrees to answer promptly, fully and truthfully on any questions from Purchaser related to any of the matters referred to in this section 10, and to co-operate fully in any investigation of potential breach of this section 10. Purchaser shall be entitled to withhold payment under the Agreement or terminate the Agreement with immediate effect in the event it concludes, in its absolute discretion, that Supplier has committed a breach of this section 10 or that such breach is likely to occur.

In the event of any breach of the warranty and undertaking set forth in this section 10, Supplier shall indemnify and hold Purchaser or its affiliates harmless in respect of any and all cost, loss or other damage suffered or incurred by Purchaser or its affiliates as a consequence of such breach of warranty.

## **11. CONFIDENTIALITY**

Each Party shall undertake, during the term of the Agreement and for a period of five (5) years thereafter, to maintain in absolute confidence any Confidential Information and not to disclose any Confidential Information to a third party or use Confidential Information for any other purpose than fulfilling its obligations under the Agreement.

"Confidential Information" means any and all information (whether oral written or any other form), including without limitation the existence and

contents of the Agreement, financial information, trade secrets, customer information, and other information attributable to the other Party, save for: (a) information which is or becomes known to the general public other than through a breach of the Agreement or another undertaking of confidentiality towards either Party; (b) information which the receiving Party can show was in its lawful possession before receiving such information from the other Party; (c) information which a Party has received or receives from a third party without any lawful restraints as to the disclosure thereof; or (d) information which a Party is legally obliged to disclose by law or pursuant to order of court or competent authority or tribunal or required by any applicable stock exchange regulations or regulations of any other recognized market place, provided however that a Party so bound to disclose shall first to the extent possible notify the other Party in writing before disclosure.

## **12. LIABILITY**

Supplier shall be liable for any cost, loss or other damage suffered or incurred by Purchaser, if such cost, loss or other damage is due to Supplier failing to perform in accordance with the Agreement or due to the negligence of Supplier. The Supplier shall further be liable for any damage to property or any person caused by a Product.

Supplier shall indemnify, defend and hold Purchaser harmless in respect of any liability incurred by Purchaser towards any third party, where such liability is due to Supplier failing to perform any of its obligations in accordance with the Agreement or due to the negligence of Supplier.

Any liquidated damages to be paid by Supplier to Purchaser is payable upon request. Purchaser may set off any claim it may have against Supplier against any claim or invoice issued by the Supplier hereunder.

Neither Party shall be liable for any loss incurred by the other Party, to the extent that the loss is caused by force majeure, provided that and to the extent that the suffering Party has used all reasonable endeavors to remove, avoid or overcome such force majeure without undue delay.

## **13. MISCELLANEOUS**

The Agreement may only be assigned or otherwise transferred by either Party after prior written consent of the other Party, provided that

Purchaser may transfer or otherwise assign the Agreement and/or any of its rights and obligations hereunder to another company within the Purchaser's group.

Any amendment to the Agreement shall be made in writing and duly signed by the Parties.

No delay, failure or omission of a Party in enforcing, exercising or pursuing any right, claim or remedy shall be deemed as a waiver thereof.

#### **14. GOVERNING LAW**

The Agreement shall be governed by and construed in accordance with the laws of the country where the Purchaser is registered.

#### **15. DISPUTES**

Any dispute, controversy or claim arising out of or relating to the Agreement, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm

and the language to be used in the arbitral proceedings shall be English unless otherwise agreed by the Parties.

The Parties shall undertake and agree that all arbitral proceedings conducted with reference to the arbitration clause shall be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of the proceedings as well as any decision or award that is made or declared during the proceedings.

Notwithstanding the foregoing, a Party shall not be prevented from disclosing such information in order to safeguard its rights in connection with the dispute, or if obliged to do so by law or pursuant to order of court or competent authority or tribunal or required by any applicable stock exchange regulations or regulations of any other recognized market place.

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