

# AUROBAY'S GENERAL CONDITIONS FOR PURCHASE OF PRODUCTS AND SERVICES

General conditions for purchase of products and services apply to any Deliverables and supersede any terms and conditions provided by Supplier.

## 1 DEFINITIONS

**Agreement** means these general conditions, purchase order issued by Purchaser and all other documents referenced here or in the purchase order.

**Deliverable** means the products and/or services which Supplier supplies under this Agreement.

**Documentation** means descriptions, drawings, service manuals, source code, tables and similar results.

**Purchaser** means the relevant Aurobay entity, i.e. Purchaser or any of its affiliates, indicated in the purchase order.

**Supplier** means the company indicated in the purchase order.

## 2 ORDER, PACKING, SHIPPING AND DELIVERY

2.1 Supplier will deliver Deliverables in good condition, properly packed to protect the product from damage and labelled per Purchasers' instructions. A declaration of conformity with all legal requirements, and if applicable, a safety data sheet, will accompany all products.

2.2 Unless otherwise specified in the purchase order, products shall be delivered DDP (Incoterms 2020) to Purchasers' address stated in the purchase order. Title to the products will pass to Purchaser upon delivery.

## 3 DEFECTS AND DELAY

3.1 Supplier warrants that Deliverables will be free from defects in design, material and workmanship, suitable for its intended use and conform to the Agreement. Purchaser may reject and return any nonconforming Deliverables at Supplier's risk and expense. Supplier warrants that the Deliverables does not infringe any third party rights.

3.2 If Purchaser reports any nonconformity within 12 months from delivery of any Deliverable, Supplier will promptly, at Purchasers' option, correct or replace at its cost any nonconforming Deliverable. If not possible to remedy or replace, Purchaser will get a price reduction. If the Deliverable has not been remedied and the failure is substantial, Purchaser may terminate the Agreement in respect of the nonconforming Deliverable upon written notice to Supplier. Additionally, Purchaser is entitled to damages in relation to nonconformities reported within the abovementioned timeframe.

3.3 Deliverables will be delivered on the date(s) set out in the purchase order. Time is of the essence. Purchaser may completely or partly terminate the relevant purchase order, if the delay is significant or continues for more than four weeks. Additionally, Purchaser is entitled to damages in relation to delays.

## 4 DOCUMENTATION

4.1 Documentation provided to Supplier by Purchaser will remain Purchasers' property and may only be used by Supplier as required to perform its contractual obligations towards Purchaser.

4.2 Documentation specifically prepared to deliver the Deliverables to Purchaser will be the property of Purchaser, and Supplier assigns all intellectual property rights contained therein to Purchaser. Other Documentation provided by Supplier will remain the property of Supplier, and Purchaser will be granted an unrestricted right to use it for Purchasers' own business purposes, including a right to (i) make copies, changes, modifications, (ii) use it in any other media than it was originally prepared for, (iii) authorize others to use it in relation to Purchasers' business (including subcontracting to its affiliates or another entity), and (iv) assign such rights to a third party together with an assignment of the Deliverables to that third party.

## 5 PRICE AND PAYMENT TERMS

5.1 The price specified in the purchase order includes all taxes, fees or charges, but is exclusive of Value Added Tax (VAT). Invoices will state Supplier name, relevant purchase order number, invoice period and Supplier's bank account for payment. Supplier will comply with Purchaser's, from time to time applied, invoicing processes. Purchaser will pay undisputed invoices in accordance with the payment term stated on the purchase order.

5.2 Delivery, acceptance or payment will not constitute acceptance of nonconforming Deliverables, nor will it limit or affect any rights or remedies of Purchaser.

## 6 LIABILITY

6.1 Neither party will be liable for any indirect loss or damage, including loss of profit, loss of goodwill or loss of business opportunity. Further, the maximum liability of a party will be limited to the higher of the total amount of fees payable for the Deliverables and one million Euro, except with respect to claims to the effect that any part of the Deliverables infringes any intellectual property right of a third party, breach of confidentiality, claims arising out of any data processing agreement entered into by the parties, claims related to death or bodily injury or damage to property caused by a defect in design, material and/or

workmanship of the Deliverables, or losses or damages caused by gross negligence or willful misconduct.

6.2 Supplier is always liable for any acts and/or omissions of its personnel, consultants, subcontractors and affiliates and their compliance with Supplier's obligations under this Agreement.

6.3 Remedies set out in this Agreement are in addition to any other remedies available by law.

## 7 CONFIDENTIALITY

Neither party will disclose to any third party any information relating to the other party or its business operations ("**Confidential Information**"), except to the extent necessary for the performance under the Agreement. The parties will use all reasonable means to keep Confidential Information secret. However, Purchaser may disclose any Confidential Information to its affiliates, provided they comply with the corresponding confidentiality undertaking. The obligation of confidentiality does not apply to Confidential Information which (i) is or becomes public through no fault of the receiving party; (ii) is lawfully obtained from someone other than the disclosing party that is not under an obligation to the disclosing party to keep that information confidential; (iii) was already in the possession of the receiving party prior to the date of disclosure; (iv) the receiving party develops independently without use of the Confidential Information; or (v) the receiving party is required to disclose by law or pursuant to any order of court or other competent authority or tribunal.

## 8 COMPLIANCE WITH LAWS, CODE OF CONDUCT, ETC.

8.1 Supplier shall comply with all applicable laws, rules and regulations when performing its obligations under the Agreement, including procuring and maintaining any relevant licenses, permits and authorizations required to perform the obligations under the Agreement. Furthermore, Supplier shall comply with Purchasers' Code of Conduct for Business Partners, available at <https://www.aurobay.com/supplier/>, or similar principles. Failure by Supplier to comply with this Section 8.1 shall be deemed a material breach of contract.

8.2 If Supplier performs any work on Purchaser's premises, Supplier will comply with Purchaser's safety and security arrangements (including its internal policies on well-being of employees, and on alcohol and drugs). Supplier is responsible to inform itself, its employees and its subcontractors of such safety and security arrangements applicable on Purchaser's premises from time to time.

8.3 The Swedish Foreign Posting of Employees Act (Sw. Lag om utstationering av arbetstagare) will apply as regards employees provided by Supplier performing work at any of Purchasers' premises in Sweden. If employees are performing such work for more than eight days, Supplier shall ensure that the employees (i) are covered by a life insurance, as well as an insurance for industrial injuries, and (ii) receive salary, overtime pay and vacation pay in accordance with the applicable or corresponding Swedish national collective agreement. **[GUIDANCE NOTE: Applicable to Sweden only.]**

8.4 Supplier shall obtain and maintain any export license(s) if required for delivery and use of any products supplied hereunder. Supplier shall – in the format prescribed by Purchaser – provide Purchaser with all information and documentation necessary or useful for Purchaser to comply with laws relating to import, export or re-export of the products and inform Purchaser in writing of (i) relevant export control classification numbers (also known as ECCN or dual-use numbers) of the products; (ii) origin of the products; (iii) HS code; (iv) percentage per value – as well as the ECCN(s) - of the U.S. content in the products and (v) details of any export license, license exception, or general authorization that Supplier is using to export the products to Purchaser.

## 9 MISCELLANEOUS

9.1 The Agreement contains the entire agreement between the parties concerning its subject matter. Amendments will be in writing and signed by both parties.

9.2 Supplier or its subcontractors will not use Purchasers' logotypes and trademarks (for advertisement, exhibitions or any other purpose) without the prior written consent by Purchaser and in that case always strictly in accordance with the explicit instructions and requirements of Purchaser.

9.3 Supplier will maintain adequate liability insurances. Supplier will, upon Purchasers' request, evidence that that the abovementioned insurance exists.

## 10 GOVERNING LAW AND VENUE

10.1 Swedish law, without regard to the conflict of law principles, governs all matters related to this Agreement. Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity of it, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitration of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Gothenburg, Sweden and the language to be used in the arbitral proceedings shall be English unless both parties are located in Sweden, in case in which it shall be Swedish.