

GENERAL TERMS AND CONDITIONS

Those Terms and conditions for purchasing by NordiQ (below named NORDIQ) means all companies in the NordiQ group. These Terms and Conditions shall apply to supplies to NordiQ unless otherwise agreed in writing. Amendments to and/or supplements shall in order to be valid, be agreed in writing.

1. REGULATIONS

- 1.1. The regulations specified in the purchase order, the supply contract or documents attached thereto apply to the supplies. Amendments or supplements to the applicable regulations shall, in order to be valid, be made in writing. The Parties can conclude written contracts whereby certain agreements may be made through electronic information transfer.
- 1.2. When using CAD, a paper copy applies in priority to computerised geometries, unless otherwise stipulated by NORDIQ.
- 1.3. The SUPPLIER shall have valid third party certificates to ISO 9001 and ISO 14001 and, where possible, also to IATF 16949.

2. COMMUNICATION

- 2.1. Both Parties shall continuously notify the other Party of all matters that are of importance to the Parties performance of the supply contract and in all such communications express themselves with such clarity and by such means as are necessary to ensure performance that is correct in all respects.

3. SUPPLIER'S PRODUCTION

- 3.1. NORDIQ and the SUPPLIER shall always endeavour to improve the production process.
- 3.2. The SUPPLIER is liable to immediately report to NORDIQ any observed or anticipated defects to articles that have been dispatched to NORDIQ.
- 3.3. NORDIQ is entitled, subject to advance notice, to inspect the SUPPLIER's manufacture of articles intended for NORDIQ, implement the taking of samples and conduct other appropriate investigations at the SUPPLIER.
- 3.4. The same right shall apply to NORDIQ's customers with the SUPPLIER. The SUPPLIER shall endeavour to agree with his suppliers that NORDIQ should have a corresponding right with them.

4. PPAP SAMPLES

- 4.1. NORDIQ shall be provided with PPAP samples in conjunction with purchase of new or modified articles and in the case of changes to type-specific equipment. PPAP sampling shall be performed by the SUPPLIER. NORDIQ may, if necessary, perform a validation of the samples.
- 4.2. PPAP procedure according to IATF 16949 standard shall apply for all modifications and new articles, the applicable PPAP level shall be determined from case to case.
- 4.3. If NORDIQ is required, as a consequence of defect PPAP samples, to have renewed verification tests, the SUPPLIER shall bear the cost for these.

- 4.4. After PPAP samples have been approved by NORDIQ, amendments to function, appearance, properties, type specific equipment, manufacturing methods or place of manufacture may not be made without written approval of NORDIQ.
- 4.5. NORDIQ's approval of PPAP samples does not affect the SUPPLIER's responsibility and commitments or his obligation to supply in accordance with the applicable regulations.

5. SUPPLY INSPECTION

- 5.1. Supplies containing defect articles shall be without delay, at the option of NORDIQ's, be adjusted or replaced with a delivery of faultless articles.
- 5.2. If NORDIQ is required to implement a 100% inspection of articles supplied following the discovery of a defect article, the SUPPLIER shall compensate NORDIQ for the cost of such inspection.
- 5.3. In urgent cases, NORDIQ is entitled, subject to after advance notice to the SUPPLIER, at the SUPPLIER's cost, to adjust defect articles at the SUPPLIER's cost without waiting for the SUPPLIER's approval.
- 5.4. The SUPPLIER shall compensate NORDIQ for transport costs for defect articles supplied and if the articles are returned to the SUPPLIER also for the return carriage.
- 5.5. The SUPPLIER is also liable to pay for additional transport costs for urgent deliveries, caused by defect articles, together with other expenditure.
- 5.6. If possible the supplier should be contacted before any actions taken.

6. WARRANTY

- 6.1. The SUPPLIER warrants the function of the articles supplied, that the articles are properly and professionally made, and that they are faultless, that they comply with the agreed specifications and that they are also suitable for the purposes specified by NORDIQ.
- 6.2. The warranty ceases to apply 36 months from the time when the article was delivered to the final customer.
- 6.3. If defect articles are not adjusted or replaced without delay, NORDIQ is entitled to completely or partly revoke orders of the article and other articles that NORDIQ does not have benefit of owing to the fault. The SUPPLIER shall compensate NORDIQ for loss that NORDIQ suffers as a result of defect articles being supplied. If NORDIQ does not complain within two years from when NORDIQ received the article, NORDIQ loses the right to refer to faults, unless otherwise prescribed by warranty according to Sub-clause 6.1.

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- 6.4. In markets where NORDIQ, owing to mandatory regulations or customer requirements, has a more extensive warranty and fault liability the SUPPLIER's liability in relation to NORDIQ, in addition to beyond Sub-clauses 6.1-6.2, shall be governed by a separate contract.
- 6.5. The time limit under the SUPPLIER's warranty commitment shall not apply if, after the end of the warranty period, defect articles are discovered in substantial numbers or involves significant risk of personal injury and the fault has not arisen owing to normal wear and tear.

7. PRODUCT LIABILITY

- 7.1. The SUPPLIER undertakes to hold NORDIQ harmless and defend NORDIQ in relation to every claim that may be directed against NORDIQ by a third party as a result of personal injury, property damage or other damage that completely or partly arose owing to harmful qualities (defect or fault) or safety deficiency of articles supplied by the SUPPLIER.
- 7.2. The SUPPLIER's liability for damage caused to a third party as a consequence of harmful qualities (defect or fault) or safety deficiency of articles supplied applies for the period during for which product liability can lawfully be claimed against NORDIQ or NORDIQ's customer.
- 7.3. The SUPPLIER undertakes, at his own cost, to take out Product Liability Insurance and insurance protection in connection with possible "recall," with such an insurance limit, that an adequate cover is provided protection for the liability and the costs that may reasonably arise.

8. SPARE PARTS

- 8.1. The SUPPLIER shall on reasonable terms and conditions supply spare parts to such an extent that NORDIQ is able to offer spare parts to its customers for 15 years after the production of the year model concerned has ceased. år.

9. QUANTITY ORDERED, CAPACITY AND DELIVERIES

- 9.1. Deliveries shall be made in accordance with NORDIQ's delivery plan and other delivery instructions.
- 9.2. The Parties shall immediately report to each other such circumstances that may affect deliveries.
- 9.3. The delivery plan shall indicate the period in time during which NORDIQ's order of the stipulated quantity of the Article is fixed, that is to say the quantity that NORDIQ undertakes to purchase and the SUPPLIER undertakes to deliver.
- 9.4. The quantity referred to in the delivery plan, shall be stated in addition to the quantity according to Subclause 9.3 above, shall be only to be regarded as a forecast and is not binding on NORDIQ. The SUPPLIER shall maintain such production and delivery capacity that the forecast quantity can also be delivered. The Parties may be conclude a separate contract regarding flexibility and capacity commitments.
- 9.5. NORDIQ and the SUPPLIER are aware that the actual need of articles is continuously governed determined by NORDIQ's customers and that both Parties must act accordingly.

Attentionness, rapid exchange of information and high flexibility are fundamental preconditions for the Parties' collaboration during the supply contract.

- 9.6. In the event that the SUPPLIER delivers quantities exceeding NORDIQs request or prematurely, NORDIQ is not liable for the reception, storage or care of such articles and NORDIQ is also entitled to return such surplus or prematurely delivered quantities to the SUPPLIER at his cost or receive compensation from the SUPPLIER for storage cost.
- 9.7. The SUPPLIER shall immediately inform NORDIQ if there is a risk of deviation from the agreed delivery and also implement all available measures action to avoid such deviation.
- 9.8. In the event that an article is delivered too late, NORDIQ is entitled to completely or partly revoke the purchase of the article and other articles for that NORDIQ does not have the benefit of owing to the delay and also implement a coverage purchase from another supplier. The SUPPLIER shall compensate NORDIQ for damage, both indirect damage, which NORDIQ suffers as a result of the delayed delivery.

10. DELIVERY TERMS

- 10.1. Any delivery clause shall be interpreted in accordance with the "INCOTERMS" applicable at the time of delivery. Unless otherwise agreed, the delivery clause shall be DAP NORDIQ.

11. TECHNICAL CHANGES

- 11.1. NORDIQ reserves the right to change the specification for the articles ordered. Changes to price and other terms and conditions as a consequence of this shall be specially agreed in writing.

12. TYPE-SPECIFIC EQUIPMENT

- 12.1. Type-specific equipment means all tools, jigs, fixtures, moulds, models, drawings and other equipment, that have been manufactured specially for the article or have been provided by NORDIQ.
- 12.2. Type-specific equipment that has been provided, paid for or financed by NORDIQ belongs to NORDIQ shall be entitled, upon payment of reasonable compensation, to acquire and thereafter freely control type-specific equipment that belongs to NORDIQ.
- 12.3. A schedule comprising type-specific equipment shall be prepared by the SUPPLIER and held available for NORDIQ.
- 12.4. Type-specific equipment, belonging to NORDIQ shall be marked by the SUPPLIER in such a way that it is clearly indicated that the equipment belongs to NORDIQ. In the event of the SUPPLIER's insolvency, the SUPPLIER shall immediately notify NORDIQ thereof and also ensure that NORDIQ's property is separated from the SUPPLIER's.
- 12.5. The SUPPLIER shall ensure that type-specific equipment is stored in a secure way and is insured up to an amount corresponding to at least the reacquisition value.

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- 12.6. Type-specific equipment may not be modified, copied, destroyed or scrapped without NORDIQ's written consent.
- 12.7. The SUPPLIER may not without NORDIQ's written consent use type-specific equipment for manufacture on behalf of himself or another.
- 12.8. The SUPPLIER shall at his own initiative and at his own cost maintain type-specific equipment. In those cases where type-specific equipment needs to be renewed the SUPPLIER shall notify NORDIQ of this in good time. Unless otherwise agreed, such renewal shall take place at the cost of the SUPPLIER.
- 12.9. The provisions relating to type-specific equipment shall in relevant respects also apply to data stored in electronic form and computerised geometries.
- 13. CONFIDENTIALITY**
- 13.1. All information, equipment, know-how and technical details including data stored in electronic form and computerised geometries that which have been made available to the Parties through this business relationship shall, during the term of the contract and thereafter, be dealt with confidentially. Copying and reproduction is only allowed within the framework of the performance of the Parties obligations and in compliance with rules on copyright law.
- 13.2. The SUPPLIER may only publicise this business relationship for purposes of marketing or in another way use NORDIQ's business name or brands with the written consent of NORDIQ.
- 14. TERMS OF PAYMENT**
- 14.1. Payment shall be made in accordance with the terms that have been agreed between the Parties.
- 15. PAYMENT**
- 15.1. The payment period is computed from the arrival of the invoice to the invoice addressee stated on the order, though at the earliest from the date of delivery. A precondition for payment in good time is that the invoice has been properly addressed, without specifying personal attention, and that it states the complete order, order number.
- 15.2. Making payment does not imply the approval of deliveries or of an invoiced amount.
- 16. INDUSTRIAL LEGAL PROTECT**
- 16.1. If NORDIQ has provided, performed, participated in or paid for design work relating to an agreed article, the intellectual property rights to the article shall pass to NORDIQ unless otherwise agreed by a separate contract.
- 16.2. If the rights to the article do not belong to NORDIQ, the SUPPLIER is responsible for the article not violating another's intellectual property rights. The SUPPLIER undertakes in such cases to hold NORDIQ harmless and if possible replace the article with another article, which does not involve a violation of another's right, or acquire the necessary permission.
- 16.3. The SUPPLIER undertakes to not manufacture NORDIQ unique articles on behalf of himself or a third party.
- 17. EXPORT CONTROL**
- 17.1. If the SUPPLIER's articles or parts thereof may be deemed to fall within national or control provisions, it is the obligation of the SUPPLIER to notify NORDIQ of this in writing and also together with the implications of the export limitation. The SUPPLIER shall also keep NORDIQ advised of changes to export provisions for the SUPPLIER's articles.
- 18. SANCTIONS**
- 18.1. NORDIQ have the right to partially or entirely revoke ordered articles and thereof have the right to claim damage caused by delays or if the supplier does not take necessary actions to replace or re-work deviating articles. The claim can also include compensation for added costs related to the fallback in production.
- 18.2. Actions that is not corresponding with this terms the parties have right to claim compensation for it.
- 18.3. If party should become insolvent the other party have the right to revoke this agreement in part or in whole.
- 19. OTHER SANCTIONS**
- 19.1. Over and above the responsibility for faults, delays and cause of damage that the Supplier has according to the general terms of buying, Part shall compensate the other Part for loss or other damage caused by breach of contract.
- 19.2. If Part in substantial reference neglect it's responsibilities according to this terms of purchasing and neglect to take necessary actions within 30 days after notice in writing, the other Part own the right to revoke the agreement with immediate effect and also get compensated within the terms of the agreement.
- 20. PREMATURE CESSATION**
- 20.1. If a Party neglects his obligations to a significant extent, (for example in connection with repeated quality or delivery disruptions), and does not implement full rectification within thirty (30) days after a written complaint thereof, the other Party is entitled to revoke the Parties' contract with immediate effect and also obtain compensation for damage.
- 20.2. In addition to that provided above, a Party is entitled to give notice terminating the Parties' contract with immediate effect without any liability for compensation, if:
- 20.3. the other Party commences a corporate reconstruction, is put into bankruptcy, enters into liquidation or may for another reason may be assumed to have become insolvent; or the other Party is bought up by a competitor of the first-mentioned Party.
- 20.4. Notice of termination under these provisions shall be made without unreasonable delay after the circumstance referred to became known to the Party, or the Party ought to have known of this circumstance.

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21. GROUNDS FOR RELEASE (IMPEDIMENT)

- 21.1. A Party is not responsible for a failure to perform his obligations if performance of these are referable to a circumstance (Impediment) outside his control which he could neither not reasonably have Part anticipated upon the order nor and neither could he reasonably have avoided nor overcome the consequences. If the failure results from someone who a Party has in his turn engaged, the Party is released from liability for the failure only if the Party who was engaged would have been released according to the immediately preceding provisions immediately above.
- 21.2. If a Party considers that he cannot perform his obligations owing to the impediment, he shall notify the other Party thereof without delay.
- 21.3. A Party shall be liable to implement, to a reasonable extent, to implement such measures as the other Party requests as a result of the Impediment Part and which are intended to ameliorate the consequences of the Impediment.
- 21.4. If the Impediment lasts for more than 30 days, the Parties are free to completely or partly withdraw the orders referable to the delayed or missing delivery without incurring liability in relation to the other Party.

22. ENVIRONMENTAL CONSIDERATIONS

- 22.1. The SUPPLIER undertakes, in connection with design and in the choice of material and manufacturing methods, to endeavour to find solutions that are favourable to the environment The SUPPLIER shall comply with the applicable environmental legislation.

23. RIGHT OF ASSIGNMENT

- 23.1. The SUPPLIER may not assign or delegate his obligations under the contract or these Terms and Conditions without the written consent of NORDIQ.
- 23.2. If the SUPPLIER completely or partly to allocate the manufacture to another business, the SUPPLIER shall ensure that this business complies with the provisions of the contract and these Terms and Conditions. This, however, does not release the SUPPLIER from his obligations under the contract or Terms and Conditions.

24. INVALIDITY OF A PROVISION

- 24.1. In the event that any provision of these Terms and Conditions is found to be invalid, only that provision shall be considered invalid while the remaining provisions remain valid.
- 24.2. In such a case, the Parties shall negotiate and agree on a new provision, which replaces the invalid one and which has the same effect or an equivalent result.

25. APPLICABLE LAW

- 25.1. Swedish law shall apply to the Parties' contract and these Terms and Conditions.

26. DISPUTES

- 26.1. Disputes as a result of the contract or supplies that have been made in accordance with the contract shall be determined in Sweden by arbitrators in accordance with the Swedish Arbitration Act. However, if the dispute relates to an amount that at the time the action is instituted obviously does not exceed five price base amounts according to the National Insurance Act, a Party must bring proceedings before a general court in Sweden.
- 26.2. In the event that NORDIQ is required to subject itself to another jurisdiction or another choice of law in a dispute relating to the articles supplied, the SUPPLIER shall also subject himself to such jurisdiction and such choice of law.

27. OTHER TERMS AND CONDITIONS

- 27.1. Supplements and amendments to this contract shall be made in an appendix, which must be signed by both Parties and attached to this document.
- 27.2. NORDIQ assume that the supplier and it's sub suppliers are not using minors or children as labour force.

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