

GENERAL TERMS AND CONDITIONS FOR PURCHASING INDIRECT PRODUCT AND SERVICES

2022-04-26

1 GENERAL

These general terms and conditions for purchasing (the "GTC") shall apply on all purchases made by Plasman Europe AB, company no. 559057-5865 ("Plasman") or any other company within the same group of companies as Plasman ("Buyer Associate") of Products or Services from a supplier (the "Supplier") unless otherwise explicitly agreed and as may be specified in a Frame Agreement or a Purchase Order referring to these GTC's. In case of any discrepancy or conflict between these GTC's and the Frame Agreement or a Purchase Order referring to these GTC's, the terms and conditions set out in the Frame Agreement or the Purchase Order shall prevail. In the event the Supplier refers to its own conditions of purchase 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 Plasman 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.

Agreement – means a Frame Agreement or Purchase Order and all appendices/documents referred to in the Frame Agreement/Purchase Order (including these GTC) as well as any stand-alone / one-time agreement concerning the purchases of Products or Services by Plasman from Supplier.

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

Call-Off – means individual call-offs made by Plasman under the Agreement of specific volumes of Products or Services to be delivered a specific delivery date/period.

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 10.1.

Confidential Information – means information defined in clause 25.1.

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 13.1.

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 Services or Products.

Products – means the products specified in the Agreement and/or Specification, which the Supplier shall manufacture and deliver to Plasman.

Purchase Order – means an order of Products or Services outside an agreed Frame Agreement placed by Plasman which forms a separate contract subject to the terms and conditions of these GTC.

"Result" – means (i) with regard to the provision of Products: any Intellectual Property Rights developed specifically for and/or on behalf of Plasman or to facilitate the production and operation of the Products, and (ii) with regard to the provision of Services: 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 right pertaining to any of the foregoing that are discovered or generated by or on behalf of the Supplier in connection with the performance of Services.

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

Specification – means the documentation agreed by the Supplier and Plasman which describes the Products and/or Services in terms of e.g. quality, shape, function, performance, results 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 Plasman) any assignee of such entity or entities.

Time Schedule – means a time schedule or otherwise the agreed time limits for the performance of a Service as set out or referred to in the Agreement, or as may otherwise be agreed between Plasman and the Supplier.

Tooling – shall mean (i) tooling specifically designed for or otherwise used for the production of parts/Products to Plasman 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 Plasman's part/Product produced by the Supplier or (ii) have such other meaning as set out in the Tooling Guideline applicable under the Agreement.

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 Plasman may make a general update of these GTC's and shall notify the Supplier of such update immediately after they are published on Plasman's website or otherwise made available to Supplier as per Plasman'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 Plasman 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 specific delivery dates stated in Capacity Analysis Reports, Call-Offs or Purchase Orders provided by Plasman to the Supplier under the Agreement. The Supplier cannot reject Capacity Analysis Reports, Call-Offs or Purchase Orders with volume requirements within volumes stipulated by an approved forecast according to clause 6.1.

4.2 Unless otherwise explicitly agreed, all deliveries and transports from the Supplier to Plasman or to such place as Plasman may direct, shall be made DDP, address as notified by Plasman (INCOTERMS 2020).

4.3 Partial deliveries are not accepted without Plasman's prior written approval. If a partial delivery is approved by Plasman, 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 Plasman has approved a partial delivery and with exception only to if Plasman has explicitly provided otherwise in Plasman's binding approval.

4.4 All deliveries shall be properly packed by the Supplier in accordance with the provisions specified in the Agreement and as instructed by Plasman 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.

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

4.6 The Supplier shall use its best efforts to ensure timely deliveries. The Supplier shall immediately notify Plasman 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 Plasman is responsible, then Plasman may by written notification to the Supplier cancel the delayed delivery.

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 Plasman to take delivery at Plasman's premises as soon as possible.

4.8 If the delay is caused by Plasman, 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

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- 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, Plasman is entitled to;
- a) completely or partly terminate the purchase of the Products or Services which Plasman does consider having no use of due to the late delivery, and
 - b) make substitute purchases from other suppliers.
- 4.10 If the Supplier fails to meet the delivery date as specified in a Capacity Analysis Report, Call-Off or Purchase Order, the Supplier shall pay liquidated damages to Plasman. The liquidated damages shall be 0,5 % of the price of the delayed delivery per commenced week.
- 4.11 In addition to clause 4.10, the Supplier shall compensate Plasman for all direct and indirect losses and damages arising out of or relating to the late delivery of Products or Services. The compensation shall include but not be limited to penalties and damages that Plasman is obligated to pay to its end customers as a result of the delay.
- 4.12 If the Supplier is delayed in manufacturing or delivering the Products or performing the Services, the Supplier shall at its own expense be obliged to accelerate the manufacture or delivery of the Products or 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, Plasman is not required to inspect the Products prior to their use. The Supplier waives any right to require Plasman to conduct an inspection of the Products.
- 5 ORGANISATION AND PERFORMANCE OF SERVICES**
- 5.1 If Plasman according to the Agreement orders Services from the Supplier, the provisions in this section 5 will apply together with all other provisions in the Agreement reasonably or expressly applicable in relation to Services.
- 5.2 The Services shall be performed in accordance with the Specification referred to in the Agreement.
- 5.3 The Supplier shall ensure timely deliveries of the Services according to the delivery times specified in the Agreement or Specification. The Supplier shall regularly and in accordance with the applicable Time Schedule provide Plasman with updates of the progress of the Services and immediately notify Plasman 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. Plasman may by written notification require performance within a reasonable final period that shall be not less than two weeks. Should the Supplier not perform the Service within such final period, and this is not due to any circumstances for which Plasman is responsible, then Plasman may by written notification to the Supplier terminate the Agreement or part thereof without any liabilities whatsoever for Plasman.
- 5.4 The Supplier shall perform the Services with personnel that are suitable, qualified and competent for the performance of the Services. 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 Plasman.
- 5.5 The Parties agree that if the Supplier will perform the Services through a specific consultant, the Supplier shall not be entitled to replace said consultant without Plasman's prior written consent. If it is deemed necessary to replace a consultant, the Supplier is not entitled to compensation for any time required for the training of the new consultant. The Supplier shall, at its own expense, immediately replace personnel who in Plasman's sole opinion conduct themselves in an improper manner or are unsuitable to perform the Service.
- 5.6 The Parties shall work together in consultation when carrying out the Services. However, consultations shall not relieve the Supplier of its obligations for the due performance of the Services or discharge any of the Supplier's responsibilities or liabilities under the Agreement.
- 5.7 In connection with the performance of the Services, the Supplier shall, if appropriate, provide Plasman with a summary of the Results resulting from the Services.
- 5.8 The Supplier shall perform the Services as an independent Supplier. Nothing in the Agreement shall be deemed or construed or have effect as constituting a relationship of employee and employer between the Supplier and Plasman, or be deemed as a partnership or joint venture.
- 5.9 The Supplier shall be solely responsible and liable for any salary and benefits payment due to employees performing the Services to Plasman including but not limited to taxation, national insurance, social security insurance and employers and/or public liability insurance.
- 5.10 Unless otherwise agreed, the Supplier shall to the fullest extent permitted by law be liable for managing the workload(s) applicable to the Services it has agreed to provide, the subsequent working hours and times of its employees, and shall also be wholly responsible and liable for complying with any statutory requirements relating to, but not exhaustive, working time regulations and health and safety.
- 5.11 The Supplier shall indemnify Plasman within 10 days of its first demand at any time and in an unlimited amount against each and every action, proceeding, liability, costs, claim, loss, expense or demand in connection with a claim of an employer/employee relationship between Plasman and the Supplier or its employees, including but not limited to any income tax and national insurance contributions.
- 5.12 Plasman may 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, Plasman will only be obliged to pay such additional remuneration in the event the additional remuneration has been agreed upon in advance in writing.
- 6 VOLUME PROJECTIONS**
- 6.1 Plasman will 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.
- 6.2 If not specifically agreed in the Agreement, Plasman makes no representation, guarantee, guaranty or commitment of any kind or nature, express or implied, regarding the purchasing of any volumes of Products. Further, the Supplier are granted no exclusive rights whatsoever and Plasman is free to purchase from third parties Products or Services that are similar to those offered by Supplier.
- 7 SPARE PARTS ETC.**
- The Supplier shall, pursuant to the Agreement, supply Plasman with replacement and spare parts relating to the Products at commercially reasonable prices after Plasman's purchases of the Products under serial production from the Supplier have ceased. The prices shall not be greater than the prices according to the Agreement, subject to increased actual costs for delivery and packaging.
- 8 TOOLING**
- Unless otherwise agreed in writing or provided by Plasman in a Purchase Order, Supplier's delivery and/or handling and/or possession of Tooling shall be subject to Plasman's Tooling Guidelines. Tooling Guidelines may be updated by Plasman as per Section 3.2.
- 9 PRICES AND PAYMENT**
- 9.1 Plasman shall pay the price for ordered Products and/or Services as specified in the Agreement. The prices shall be fixed and not subject to any adjustment for increases in the Supplier's costs, including but not limited to costs of labour, material, raw materials and overhead.
- 9.2 Payment shall, as regards Products, be made no later than 60 days from the day of delivery in accordance with clause 4.1, however never earlier than 14 days from the day Plasman actually receives the Product at Plasman's plant.
- 9.3 If not otherwise agreed in the Agreement, payment shall, as regards other deliveries than Products, be made no later than 60 days from Plasman's receipt of invoice.
- 9.4 A condition for timely payment is that Plasman receives correct and all information necessary from the Supplier as requested by Plasman from time to time. Invoices shall as a minimum contain a description of the Products or Services performed and the delivered quantity as well as price, time of delivery and place, Plasman's name, correct identification (with company registration number) of the Plasman entity that is Supplier's legal counterparty and order number.

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- 9.5 Plasman is entitled to suspend/withhold further payment if there is a defect in a delivery of Products or in the performance of Service and Plasman has not paid for the relevant Product or Service.
- 9.6 If Plasman fails to pay an amount payable under the Agreement, interest shall be paid in accordance with the Swedish Interest Act (Swe. Räntelagen (1975:635)).
- 9.7 Title and risk in the Product shall pass to Plasman at delivery in accordance with clause 4.2.
- 9.8 Plasman has the right to set-off claims for damages against any payments due to the Supplier from Plasman or any Buyer Associate.
- 10 CHANGES OF PRODUCTS/SERVICES OR SPECIFICATION**
- 10.1 Plasman 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 Plasman a change proposal 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.
- 10.2 All reasonable, unavoidable and verified direct costs resulting from changes and/or modifications in accordance with clause 10.1 shall be borne by Plasman. The Supplier shall provide Plasman with all relevant documentation in such form and detail as Plasman may direct.
- 10.3 If and to the extent a Change Order results in cost or time savings for the Supplier, Plasman shall be entitled to an appropriate adjustment of the price of the affected Product or Services.
- 11 SUBCONTRACTORS**
- 11.1 The Supplier may not, without Plasman's written consent, use a subcontractor for the manufacture and/or delivery of the Products or Services.
- 11.2 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 Plasman 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.
- 12 PATTERNS, TOOLS, MACHINERY AND EQUIPMENT**
- 12.1 Patterns, tools, machinery and equipment provided or paid for by Plasman, shall remain Plasman's property. Plasman may at any time demand redelivery of such patterns, tools, machinery and equipment. Plasman 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.
- 12.2 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 Plasman, or errors or omissions in the Specification, technical documents and information provided by Plasman, the Supplier shall immediately inform Plasman. Plasman shall correct such defects, errors and omissions.
- 12.3 Patterns, tools, machinery and equipment belonging to Plasman shall be properly marked/labelled, identified and segregated as the property of Plasman. The Supplier shall have no rights of retention of any such property.
- 12.4 The Supplier shall insure patterns, tools, machinery and equipment provided by Plasman whilst in the Supplier's possession. The cost of such insurance shall be borne by the Supplier.
- 12.5 All such patterns, tools, machinery and equipment as described above in this section, shall only be used exclusively to produce the Products for Plasman. The Supplier shall not, without Plasman's consent, use Plasman's patterns, tools, machinery or equipment for any other purpose than fulfillment 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.
- 12.6 Patterns, tools, machinery and equipment belonging to Plasman 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.
- 13 WARRANTY AND LIABILITY FOR DEFECTS**
- 13.1 The Supplier warrants that the Products are free from Defects during twelve (12) months from the delivery date of Products (the "Defects Liability Period").
- 13.2 The Supplier warrants that the Services in all respects meet the requirements and undertakings by the Supplier in the Agreement as well as the agreed Specification.
- 13.3 A claim relating to a breach of warranty as regards Services shall be placed by Plasman within 12 months' from the discovery of the basis of the warranty claim.
- 13.4 Should, during the applicable Defects Liability Period, any Defect occur, the Supplier shall, after receipt of a notice thereof from Plasman, promptly at its own expense and risk replace, repair or otherwise make good all Defects so notified.
- 13.5 Products repaired or replaced pursuant to the warranties above during the relevant Defects Liability Period shall be further warranted as set out in clause 13.1 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.
- 13.6 Claims for breach of warranty shall be notified by Plasman to the Supplier in written form within 10 days after such breach has been noticed by Plasman.
- 13.7 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 Plasman of the Defect or If Plasman determines in good faith, after consulting with the Supplier, that the remedial work cannot be done within the limits of clause 13.3, Plasman is entitled to: (i) reject the nonconforming Products, return them to the Supplier and, at Plasman'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. In any event, the Supplier will bear the risk and expense of the remedial action undertaken by Plasman or the Supplier; or (iii) a reasonable reduction of the price.
- 13.8 The Supplier shall compensate Plasman 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.
- 13.9 If due to a delivery of defective Products Plasman considers it necessary to inspect all Products delivered by the Supplier, Plasman 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.
- 13.10 The Supplier shall not be held responsible for Defects that are due to Plasman, or that is due to inaccurate Specifications provided by Plasman to the Supplier.
- 14 PRODUCT LIABILITY AND RECALL**
- 14.1 The Supplier shall indemnify Plasman 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 Plasman 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 these GTC's; or
 - any negligence or fault of the Supplier in connection with the design or manufacture of the Products.
- 14.2 If Plasman receives such a claim, Plasman 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 Plasman's request the Supplier shall, at the cost of the Supplier, also assist Plasman in the event of any claim or dispute.
- 14.3 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) Plasman assumes there to be a serial defect in delivered Products; or (ii) the Supplier is required by a government or authority to make a recall of any of the Products due to defective Products, the Supplier shall compensate Plasman for all its direct and indirect costs, losses and expenses in conjunction with such recall.
- 14.4 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 years thereafter. The Supplier shall upon Plasman's request provide Plasman with a copy of the insurance policy.

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15 COMPLIANCE WITH LAWS, REGULATIONS, POLICYS AND QUALITY REQUIREMENTS

- 15.1 The Supplier shall comply with all laws and regulations that may apply to the development, design, production, sale, or distribution of the Products or for the performance of the Services. In addition, the Supplier shall comply with any code of conduct issued by Plasman from time to time.
- 15.2 The Supplier shall promote continuous quality improvement in the manufacture, production and distribution of the Products. The Supplier will comply with the quality assurance processes, inspections and standards specified by Plasman for suppliers providing goods or services similar in nature to the Products.

16 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 losses under the Agreement. This limitation shall however not apply in relation to personal injury and product liability and in cases of willful misconduct or gross negligence.

17 TECHNICAL INFORMATION ETC.

The Supplier shall, if requested by Plasman, provide Plasman 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.

18 WORK PERFORMED ON PLASMAN'S PREMISES ETC.

If the Supplier performs any work on Plasman's premises or utilizes Buyer Property, whether on or off Plasman's premises, the Supplier will indemnify and hold Plasman 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.

19 INTELLECTUAL PROPERTY RIGHTS AND INFRINGEMENT

- 19.1 Nothing in the Agreement shall operate to deprive either of the Parties their respective Intellectual Property Rights.
- 19.2 The Supplier acknowledges that, unless otherwise agreed in writing, Plasman 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 or the Supplier's sub-suppliers in connection with the Services being performed. All Results, and any part or portion thereof, shall upon its creation be the exclusive property of Plasman.
- 19.3 The Supplier hereby assigns to Plasman all right, title and interest, including all Intellectual Property Rights, in and relating to any and all Results. The Buyer may in its sole discretion transfer, license, amend, alter, create derivative works and use the Results for any purpose whatsoever. The Supplier warrants that it has the right to transfer all rights in accordance with the above to Plasman.
- 19.4 Unless with the prior written consent by Plasman the Supplier shall not use the Results for any other purpose than performance of the Services.
- 19.5 The Supplier warrants that it is entitled to use software required for the performance of each Agreement between the Parties, including any further processing.
- 19.6 Plasman shall provide the Supplier with technical documents and information necessary for the manufacture and delivery of the Products or the performance of Services to the extent stated in the Agreement and/or the Specification.
- 19.7 All technical documents and information provided by Plasman shall remain the property of Plasman 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 Plasman may not, without Plasman's prior written consent, be copied, reproduced, provided to or otherwise made available to any third party.
- 19.8 The Supplier shall be responsible for ensuring that the Products or the result of the Services or their use does not infringe any intellectual property rights of a third party. The Supplier undertakes to indemnify Plasman for any direct or indirect expense or liability, including costs, fees, damages and losses arising out of or relating to the Products or the result of the Services or their use and to either replace the Products or the result of 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 Plasman's request, assist Plasman in disputes in

which Plasman could become involved due to such infringement and also replace Plasman in such dispute.

- 19.9 The Supplier agrees and undertakes to execute all such deeds and documents that, in Plasman's opinion, are necessary or desirable in order for Plasman to be able to protect, register, maintain and in any other way be able to fully enjoy Plasman's rights referred to under this clause 19. 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 or assign Intellectual Property Rights to Plasman in accordance with this clause 19.

20 AUDITS AND FINANCIAL INFORMATION

- 20.1 Plasman and its advisers shall, subject to a notification of at least five 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 Plasman after an audit requests that the Supplier makes reasonable changes in its facility or production process to better comply with Plasman's requirements regarding quality and safety, the Supplier shall comply with such request.
- 20.2 An audit does not in any way limit the rights of Plasman 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.

21 TERM OF AGREEMENT

- 21.1 The Agreement shall enter into force when signed by both Parties. If not otherwise agreed between the Parties in the Agreement, the Agreement shall be valid for an indefinite period of time and may be terminated by either Party by written notice to expire three (3) months from receipt of the termination notice.
- 21.2 The termination of the Agreement by the Supplier shall have no effect on Call-Offs or Purchase Orders already placed by Plasman.

22 TERMINATION

- 22.1 Plasman 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.
- 22.2 In the event of termination pursuant to clause 22.1 above, Plasman's liability is limited to pay to the Supplier the following amounts:
- the price attributable to the manufacture and delivery of the Products delivered by the Supplier as of the date of termination; and
 - 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
 - all reasonable, unavoidable and verified direct costs incurred by the Supplier resulting directly from the termination.
- 22.3 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:
- 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 14 days after receipt of written notice;
 - If the other Party should commit or permit a breach or non-performance of material and essential importance to the affected Party;
 - 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
 - If the other Party repeatedly has failed to fulfil its obligations under this Agreement but has cured the failure according to clause 22.3 (a).
- 22.4 If Plasman terminates the Agreement pursuant to clause 22.3 above, Plasman may take over and become owner of such Products as have been manufactured by the Supplier as of the date of termination. The Supplier shall be entitled to be paid the price attributable to such Products taken over by

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- Plasman. Any sums due to Plasman from the Supplier accrued prior to the date of termination shall be deducted from the amount to be paid by Plasman.
- 22.5 Upon the expiration or termination of the Agreement, the Supplier shall:
- take all actions necessary to protect any Buyer Property in the possession of the Supplier or its suppliers and subcontractors;
 - cooperate with Plasman to help avoid production disruptions while the production of the Products and/or performance of Services are being resourced to another supplier;
 - transfer title and possession of the Products, work-in-process and raw materials that Plasman has agreed to acquire from the Supplier to Plasman and return Buyer Property and other property of Plasman to Plasman;
 - cease all work under the Agreement unless requested otherwise by Plasman according to sub-clause (e) below, and
- 22.6 Nothing contained in this clause 22 shall prejudice the right of Plasman to exercise either in lieu of or in addition to the rights or remedies conferred by this clause 22 any other rights or remedies to which Plasman may be entitled by law or otherwise.
- 23 INSURANCE**
- Each Party shall, in addition to what is set forth in clause 14.4, at all times carry and maintain liability insurance coverage to satisfactorily cover its respective obligations under the Agreement.
- 24 FORCE MAJEURE**
- 24.1 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, strike, blockade, 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**") immediately. 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.
- 24.2 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.
- 24.3 Regardless of what may otherwise follow from the Agreement, Plasman shall be entitled to terminate outstanding Services or 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 Services is suspended under this clause 24 for more than one week.
- 25 CONFIDENTIALITY**
- 25.1 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.
- 25.2 The restrictions in clause 25.1 on the use and disclosure of Confidential Information shall not apply in the following cases:
- 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;
 - where the information was already known to the receiving Party prior to disclosure by the other Party;
 - 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
 - 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.
- 25.3 The Parties' obligation under clause 25.1 shall remain in force for a period ending ten years from the last delivery performed by the Supplier.
- 25.4 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.
- 25.5 Regardless of what is set forth in this clause 25, Plasman is entitled to disclose Confidential Information with Buyer Associates as well as with Plasman's partners and consultants. Plasman shall procure that a Buyer Associate or a consultant receiving Confidential Information from Plasman shall adhere to the same or similar undertakings as Plasman in this clause 25.
- 25.6 The Supplier may not make public the business relationship between the Parties through advertising or in any other way without prior written consent of Plasman.
- 26 NOTICE**
- Any notice shall be sent by courier, registered letter, facsimile 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 facsimile: when sent, provided the notice was sent by mail the same day by the sender; if sent by electronic mail: when received by the receiver, provided the notice was sent by E-mail the same day by the sender.
- 27 MISCELLANEOUS**
- 27.1 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.
- 27.2 Any amendments to the Agreement shall, in order to be binding, be made in writing and duly executed by both Parties hereto.
- 27.3 Plasman may assign its rights and obligations to a Buyer Associate. 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.
- 27.4 The failure of either Party to insist on strict adherence to any provisions in the Agreement or in a specific Capacity Analysis Report, Call-Off or Purchase Order 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.
- 28 DISPUTES AND GOVERNING LAW**
- 28.1 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.
- 28.2 Any dispute, controversy or claim arising out of or in connection with the Purchase Order, 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.
- 28.3 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.
- 28.4 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.