

1. Validity

The purchase of tools from supplier ("Seller") together with associated services and equipment such as fixtures and grippers ("Tools") are made in accordance with the following General Conditions of Purchasing - Tools, unless otherwise specified in a separate written agreement signed by both parties. The terms are valid for purchases made by Plasman Industri AB and all its subsidiaries and affiliates, e.g. Plasman NV, Plasman Sverige AB or Plasman AS ("Buyer").

2. Orders

Only written orders are binding for the Buyer.

3. Order Confirmation

Purchase orders shall be confirmed no later than 14 days after receipt of the purchase orders by signing and returning the Buyers' Order Confirmation Copy, unless otherwise stated in the order.

If the Buyer does not receive a copy of the order signed for acceptance by the Seller, the commencement of design work or manufacturing by the Seller constitutes tacit consent of these General Conditions and the conditions stipulated in the order.

If the Seller's order confirmation deviates from the order due to amendment, limitation or reservation, the Buyer has the right to cancel the order without any consequence whatsoever.

4. Delivery and effects of delays

Deliveries of tools and parts produced from the tools at the Seller's location shall be made both in quantities and at the times specified in the Buyer's order.

The tools shall be properly packed and marked, in accordance with the requirements specified by the Buyer. Delivery notes shall contain delivery address, Buyer's order and project number.

The Seller shall immediately notify the Buyer if the agreed delivery time or any milestone in the project cannot be met. Such notification shall state the cause of the delivery delay and the likely delay in time. The Seller is liable for direct and indirect costs suffered by the Buyer due to any delay in time, which could have been avoided if the Seller followed the time plan specified in the order. If the delivery does not take place at the agreed time, the Buyer has the right to cancel or maintain the order.

In case of delays longer than 2 calendar weeks with respect to the agreed deadlines Plasman will be authorized to collect the mould and cancel the order acknowledging the work performed and deducting the amount of the direct and/or indirect damage incurred.

If a delivery term has been agreed, it shall be interpreted in accordance with the Incoterms valid at the time of the order. If no delivery clause has been agreed, delivery shall be effected DDP according to Incoterms 2010.

5. Prices & Terms of Payment

Prices given in the order are fixed and are not subject to any changes, unless otherwise stated in the order.

Unless otherwise agreed, payment will take place on the 5th day of the third month following the month of SOP at the Original Equipment Manufacturer (OEM) plant. SOP date is specified in the time plan in the order. All changes to the tool until SOP will be paid under the same condition as the tool itself. Payment condition is 100% of the order value at SOP following stated terms of payment. Penalty interest, invoice and service fees shall not be charged unless agreed in writing.

6. Quality assurance

Seller shall have a satisfactory quality assurance system in place that complies with all quality requirements and procedures specified by the Buyer, and as set forth in Quality Systems Requirements ISO/TS 16949:2002. In addition, the Buyer shall have the right to make inspections at the Sellers premises at any time in order to make sure that the tools are being manufactured in accordance with the agreed quality assurance system and otherwise in accordance with the order. The Seller is obliged to assist in such inspections.

7. Defects, complaints and effects of defects

The tools delivered shall meet the specification of the order, including the agreed performance parameters such as cycle time and material standard and shall not have any defects of any kind.

All defects discovered by the Buyer will be notified in writing to the Seller by means of a complaint report or other written communication. The period allowed for a complaint expires 60 months after the delivery, with the exception of complaints received from the OEM, which apply throughout the warranty period agreed between the Buyer and the OEM.

If defects should occur within the period allowed for complaints, the Seller shall according to the request of the Buyer make good such defects, or approve the employment of external resources as required without any cost to the Buyer.

The Buyer is entitled to indemnification for all direct and indirect losses caused as a result of any defect in the tools supplied by the Seller.

Payment of delivered tools does not constitute approval by the Buyer of the delivery.

The Buyer has the right to withhold payments of invoices until defective tools have been replaced or credited.

8. Environmental Conformance

The tools delivered shall conform to the applicable national legislation for the country of destination, ISO 14001 or the equivalent.

9. Drawings and documentation

All documentation such as certificates, drawings and instructions necessary for the performance and quality of the tools is deemed to be part of the order. The Seller shall at the time of delivery provide full documentation of the tools to the Buyer, including tool designs in 3D format enabling the Buyer to make subsequent changes in the tools.

10. Changes

The Seller shall not make any changes to the tools supplied, including specifications, type and/or quantity of materials or manufacturing process used, without receiving written approval from the Buyer.

The Buyer has the right to make changes to the specifications of the tools as required to fulfil the end user's requirements. The Seller shall be entitled to payment for its additional work in implementing such changes. If such changes should lead to savings for the Seller, such savings shall be similarly deducted from the purchase price.

The Seller shall provide the Buyer with full information on any changed delivery time, cost consequences and other consequences for the Buyer on the tools and parts produced from the tools resulting from Buyer's changes to the specifications of the tools. Any changes and consequences on delivery time shall be confirmed in writing.

Should the Parties fail to agree concerning the adjustment of the purchase price as a result of such changes, the Seller shall nevertheless implement such changes without awaiting the final outcome of the disagreement.

11. Spare Parts

The Seller undertakes to continue the supply of spare parts and maintenance during the lifetime of the tools, which is the time for series production at the OEM, plus 15 years of spare parts supply.

12. Property

All moulds, tools or other material furnished by the Buyer, either directly or indirectly, to the Seller to execute the delivery, or for which the Seller has been or will be reimbursed by the Buyer, shall remain the full and sole property of the Buyer, and held by the Seller as "Buyer's Property". The Seller shall not have any right, interest or title in or to the Buyer's Property and in particular - but not limited hereto - any right or title of retention or pledge.

The Buyer's Property shall be held solely at the Seller's premises and shall to the extent practically possible be stored separate and apart from other equipment and goods. The Tools shall bear clear written signs and labels that the Buyer has the sole and exclusive title of ownership to the Buyer's Property. The Seller shall take all necessary measures to avoid the risk that the Buyer's Property may become subject of any third party claim towards the Seller or otherwise and will not commit or suffer any mortgage, lien or other encumbrance to the Buyer's Property. The Buyer may at any time collect and remove the Buyer's Property from the premises of the Seller.

The Seller shall bear the risk of loss of and damage to the Buyer's Property, and thereby provide a full coverage insurance against fire, theft, transport damages, vandalism, natural disasters etc. The Seller shall, at its cost and expense, at all times properly maintain the Buyer's Property and shall hold the Buyer harmless from any loss of or damage to the Buyer's Property.

13. Insolvency

The Buyer is entitled to terminate the order without liability to the Seller in any of the following events: (a) insolvency of the Seller, (b) filing of a voluntary petition in bankruptcy by or against the Seller, (c) appointment of a receiver or trustee for the Seller, (d) execution of an assignment for the benefit of creditors by Seller, provided that such petition, appointment or assignment is not vacated or nullified within 15 days of such event.

14. Transfer

The Seller is not entitled to, without written consent from the Buyer, transfer an order or part of an order to a third party.

15. Warranty

The warranty given by the Seller shall be valid, for a period of 60 months after SOP at the OEM plant or 1,000,000 shots depending on which occurs first, unless otherwise agreed and stated in the order.

If there is a tool defect or failure, the Seller shall be liable for the repair work within the Buyer's mentioned time frame for any damages that may arise on the moulding machine and/or other related equipment if the tool has been manufactured, handled and optimized in accordance with the Seller's instructions and recommendations. The Seller shall at all times maintain full insurance for such damages.

16. Early termination of the project

In case the customer of the Buyer, for whatever reason, terminates the project and associated tools are cancelled, the Buyer shall be entitled to cancel the order subject to reimbursing the Seller for the costs incurred up until the Seller receives written confirmation of the cancellation from the Buyer. Such cancellation from the Buyer may involve all or part of the order. The incurred costs shall be clearly specified and agreed upon in good faith between the parties.

17. Code of Conduct

The Seller undertakes to comply with national laws, environmental legislation, labor laws and agreements, competition rules, safety requirements, and other provisions applicable to the Seller's operations. Specifically, the Seller shall respect human rights and employees shall be free to form and to join or not to join trade unions or similar external representative organizations and to bargain collectively. The Seller shall not directly or indirectly allow or use child labor and nobody of the Seller's or its subcontractor's employees shall be below the minimum legal age for employment. The Seller shall not directly or indirectly participate in any form of pricing collaboration, cartels, abuse of market dominance, corruption and other unlawful practices or practices conflicting with the spirit of fair competition. The Seller and its employees shall not accept the offering, request or acceptance of bribes.

18. Force Majeure

Neither party shall have any contractual or legal liabilities to the other party in the event that either party is prevented in performing any of its obligations due to unforeseen circumstances out of its control preventing such party to fulfil its obligations, such as industrial disputes, fire, flooding, war, seizure, embargo, general restrictions in the use of power, otherwise referred to as Force Majeure. It is the responsibility of the party claiming force majeure, to inform the other party, in writing and without delay in the event of such circumstances. If the event constituting force majeure continues more than 120 consecutive days, either party shall be entitled to terminate the order.

19. Confidentiality

All proprietary information belonging to the Buyer including all specifications, descriptions, drawings, patterns, models etc. which the Seller has received from the Buyer in connection with the execution of the order, shall be treated as confidential and not be reproduced, passed to a third party, or used for any other purpose than the execution of the order. The Seller is liable for any damage the Buyer or a third party may (e.g. OEM) suffer as a result of a breach of these obligations.

20. Applicable Law and legal venue

These general conditions of purchase shall apply to the contract or purchase order, together with any additions or changes agreed to by both parties in writing. Any disputes regarding the contract shall be settled according to Swedish law and by arbitration in Gothenburg, applying the rules of the Arbitration Institute of the Stockholm Chamber of Commerce.