

1. Validity

These General Conditions of Purchasing (the "General Conditions of Purchasing") apply to the purchasing of products by a company in the Plasm Industri AB of companies (the "Buyer") from the Seller (jointly referred to below as the "Parties" and individually as a "Party"), unless otherwise specified in a separate written agreement signed by both Parties. These General Conditions of Purchasing form an integral part of the agreement in which they are incorporated (as an appendix or by reference) (the "Supply Agreement"). In addition, legal provisions shall apply.

2. Orders

Only written orders are binding for the Buyer. This also applies to any amendments or additions made to them.

3. Order Confirmation

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

If the Buyer does not, within the time period set out above, receive copy of the Order Confirmation Copy signed by the Seller, the execution of the supply by the Seller constitutes tacit consent of these General Conditions of Purchasing and the conditions stipulated in the order. Seller's commencement of any work or services shall constitute Seller's acceptance of these General Conditions of Purchasing.

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 with immediate effect without any obligations for the Buyer.

4. Delivery and effects of delays

Delivery shall be made both in quantities and at the times specified in the Buyer's delivery schedule and call-off. Buyer may change the delivery time and quantities of scheduled shipments, or direct temporary suspension of scheduled shipments, at any time by sending a new delivery schedule. Should these changes result in an increase or reduction in costs in terms of time and money required by the Seller to fulfil the order, an appropriate amendment shall be made and this order shall be modified accordingly in writing. Such an amendment is to be submitted by the Seller within 10 working days of the date on which he was first informed of the amendment. If the Seller's application includes expenses for property that have become superfluous as a result of the amendment, the release papers (or other evidence of approval) with which the Buyer authorised the Seller to procure or produce this property are to be enclosed in the application. The Buyer can decide how to proceed with this property. The Seller shall execute the order with appropriate care in line with these changes whilst the parties are in negotiations about an amendment. 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 by DDP Buyer's production unit. The receipt of the goods at the site specified in the order is pertinent to the observance of the delivery deadline or term. The Seller is also to supply any safety facilities required by the respective regulations governing the prevention of accidents without special reference to these in the order. The stipulated prices include free delivery. Transportation insurance shall be covered by the Seller, provided that no agreement to the contrary exists.

The products shall be properly packed and marked, in accordance with the general regulations of the Buyer. In all cases, the goods are to be packed properly according to their nature and type, so that any damages, soiling or changes during transportation can be ruled out. In selecting packaging, its capacity to be loaded and stacked is to be taken into account. The Seller is to inform the Buyer of the type of packaging to be used for the latter's approval well before transportation of the goods. The Buyer's approval of the packaging shall not relieve the Seller's duty of ensuring proper transportation. Delivery notes shall contain delivery address, Buyer's order number, Buyer's part number, description of material, delivered quantity and unit of measure. Transportation packaging, repackaging and sales packaging needing to be returned is either to be taken by the Seller immediately following delivery, or – if this is not included in the offer or makes no sense for other reasons – picked up without delay from the address specified in the order at the Seller's expense. The Seller shall immediately notify the Buyer if the agreed delivery time cannot be met and state the cause of the delay and the likely delay. If the delivery does not take place at the agreed time, the Buyer has the right to cancel or maintain the order at its sole discretion. In the case of delay, liquidated damages accrue at the rate of 0.5% per week of the total amount of the order, until the delivery takes place or the Buyer cancels the order. Liquidated damages shall not exceed 10% of the total amount of the order. The total amount of the order means the sum of the amount of the main order and any additional orders under the same order number.

In the case of negligence on the part of the Seller or someone for whom the Seller is responsible, the Buyer is, as an alternative to liquidated damages, entitled to indemnification for direct and indirect damages, losses, costs, and expenses incurred as a result of delay. In addition, if the liquidated damages reach 10% of the total amount of the order, the Buyer may terminate the Supply Agreement (including any Consignment Agreement or other agreement between the Parties entered into under the Supply Agreement) with immediate effect.

5. Prices & Terms of Payment

Prices given in the order are fixed and not subject to any changes, unless otherwise agreed. Prices are understood to include costs of packaging & transport – unless otherwise agreed. Invoices are to be sent in duplicate to the Buyer's general ledger department separate to the delivery.

Unless otherwise agreed, payment of the Seller's invoices will take place on the 5th business day of the third month following the month of delivery, provided that the goods have been supplied correctly. Penalty interest, invoice and service fees or other similar charges shall not be charged unless agreed in advance 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 QS-9000/ISO/TS 16949. In addition, Buyer shall have the right to make inspections at the Seller's premises at any time during normal business hours in order to make sure that the Seller complies with the agreed quality assurance system and the order. The Seller is obliged to assist in such inspections.

The Seller acknowledges that the Buyer will not be obliged to perform any quality inspections of the products delivered and waives any rights to require the Buyer to conduct such inspections as well as any remedies for lack of any such investigation.

After the Buyer's approval of PPAP, the Seller shall neither move the production of the products or make any changes to the production process, for example, in raw materials, manufacturing equipment, or process method, nor make any major changes to the tooling, without submitting a new PPAP to the Buyer for approval before such move or change can take place. If a quality assurance agreement exists or has been concluded between the Buyer and Seller, the provisions specified in this shall take precedence in the case of contradictions to the stipulations of any quality assurance agreement regulated in these General Conditions of Purchasing.

7. Defects, complaints and effects of defects

The Seller guarantees that the products shall meet the specification of the order, including the Technical Delivery Specification, the agreed performance and consumption figures and shall not have any defects of any kind, particularly in terms of material damage or legal shortcomings corresponding to legal and official regulations, recognised rules of technology and science and safety regulations.

The Buyer shall inspect the delivery according to the given factors of proper business operations immediately; that is, within two weeks of receipt of goods. The Buyer is to report any defects in the delivery to the Seller without delay, as soon as these are established in terms of the given factors of proper business operations; that is, within two weeks of the defect being found. The period allowed for a complaint expires according to the legal guarantee period following delivery, with the exception of complaints received from the Original Equipment Manufacturer (OEM), if applicable, which applies throughout the warranty period agreed between the Buyer and the OEM; however, this shall be a maximum 42 months following delivery to the Buyer.

If a breach of the guarantee should occur, the Seller will be permitted to rework, replace or otherwise remedy the breach as long as: (a) the Seller can perform the remedial work at its location, or at the Buyer's site, without disruption to the Buyer's operations; (b) the remedial work will not cause any delay in the Buyer's operations, including its production process, or cause the Buyer to incur any additional costs; and (c) the remedial work can be completed by the deadline reasonably established by the Buyer.

If the Buyer determines in good faith, after consulting with the Seller, that the remedial work cannot be done within the limits of this section, the Buyer is entitled to: (a) reject the nonconforming products, return them to the Seller and, at the Buyer's option, request redelivery of conforming products; or (b) retain them and either remedy them itself or request the Seller do so, on or off-site. In any event, the Seller will bear the risk and expense of the remedial action undertaken by the Buyer or the Seller. If the defects are not fully remedied in accordance with the above the Buyer shall be entitled to a reduction in price or damages.

The Buyer is entitled to indemnification for all direct and indirect damages, losses, costs, and expenses caused as a result of a breach of the guarantee. If the Seller has assumed a condition, quality and stability warranty, the Buyer can additionally assert claims from the guarantee.

The Seller vouches that by using the supplied goods – this also applies to the Buyer's customers – patents or other industrial property rights and corresponding applications shall not be violated. The Seller shall release the Buyer and their customers from all claims lodged by third parties arising from the Seller's use of such property rights.

Payment of delivered products or failure to notify faults in an invoice does not constitute approval by the Buyer of the products or limit any rights to remedies available to the Buyer.

The Buyer has the right to set-off claims for damages against any payments due to the Seller from the Buyer or any other company within the Plasm Industri AB.

8. Environmental Conformance

The products delivered shall conform to the applicable legislation for the country of destination, as well as Automotive Manufacturers environmental Standards, e.g. Ford RSMS and GMW 3059, and shall be reported to the IMDS data base.

9. Code of Conduct

The Seller undertakes to comply with national laws, environmental legislation, labour 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 organisations and to bargain collectively. The Seller shall not directly or indirectly allow or use child labour 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.

10. Drawings and documentation

All documentation such as certificates, drawings, instructions etc. specified in the order are deemed to be part of the order.

11. Changes

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

The Buyer has the right to make changes to the products as required to fulfil the Buyer's customer's or the end user's requirements. Subject to the last paragraph of this section, the Seller shall be entitled to payment, in the form of increase purchase price, for his additional work in implementing such changes. If such changes should lead to savings for the Seller, such savings shall accordingly be deducted from the purchase price.

Should the Parties fail to agree concerning the increase or the reduction in the purchase price as a result of such changes, the Seller shall nevertheless implement such changes without awaiting the final outcome of the dispute.

12. Spare Parts

The Seller undertakes to continue the supply of spare parts on reasonable conditions (considering the time and extent of the Parties' co-operation) for a period of fifteen years after the Seller's production of the products has ceased, to the extent required for the Buyer to continue the supply of spare parts to its customers.

13. Tools & Specific equipment

All tools, fixtures and special equipment furnished by the Buyer, either directly or indirectly, to the Seller to execute the production of the products, or for which the Seller has been reimbursed by the Buyer (the "Buyer's Property"), shall remain the property of the Buyer, or the Buyer's Customer, as the case may be, and held by the Seller on behalf of the Buyer clearly marked as "Property of Plasman Industri AB or its customer".

The Seller shall bear the risk of loss of and damage to the Buyer's Property, and shall hold an appropriate insurance against fire, theft, vandalism, natural disasters etc.

The Seller shall, at the Seller's expense, at all times properly maintain the Buyer's Property.

14. Transfer

The Seller is not entitled to, without the prior written consent from the Buyer, transfer its rights or obligations under the agreement with the Buyer. The Buyer may, upon notice to the Seller, transfer its rights and obligations under the Supply Agreement without the Seller's consent. The Seller may not, without the prior written consent from the Buyer, transfer the assets and debts of the Seller related to the Buyer's performance of the Supply Agreement to a third party, such consent not to be unreasonably withheld.

15. Force Majeure

Neither Party shall have any contractual or legal liabilities to the other Party in the event that a Party is prevented in performing any of its obligations due to circumstances out of its control and which the Party could not foresee, mitigate or prevent, for example flooding, war, seizure, embargo restrictions in the use of power. The Party claiming such circumstance shall inform the other Party in writing and without delay. Should the Party be prevented accordingly for more than two months, either Party is entitled to terminate the Supply Agreement (including any Consignment Agreement or other agreement between the parties entered into under the Supply Agreement) with immediate effect.

16. Confidentiality

All trade secrets, know-how, descriptions, patterns, models etc. or other information belonging to the Buyer which the Seller has received from the Buyer, shall be treated strictly confidential and not be reproduced, passed to a third party, or used for any other purpose than the execution of the Supply Agreement. The duplication of received objects shall only be permissible within the context of the purposes stipulated by contract and the copyright provisions. Received objects shall remain in the possession of the Buyer and are to be returned immediately on request along with any copies following expiration of the supply relationship. The Seller is to obligate sub-suppliers accordingly. The Seller is liable for any damage the Buyer may suffer as a result of a breach of these obligations.

17. Entire Agreement

Each of the Parties confirms that these General Conditions of Purchasing (unless otherwise stated in a Supply Agreement) represents the entire understanding and constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, agent, employee or representative of the Parties or any of the production units. For the avoidance of doubt, only authorised representatives of the Buyer may agree to amendments hereof. These General Conditions of Purchasing take precedence over all the Seller's terms and conditions of sale and delivery and any terms and conditions contained therein and these General Conditions of Purchasing shall apply irrespective of whether such terms and conditions are printed on quotations,

order confirmations, invoices issued by the Seller or communicated to the Buyer in any other way, including by electronic transfer or by reference.

If any provision of these General Conditions of Purchasing (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision will apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

18. Term and termination

These General Conditions of Purchasing shall become effective on the date on which the Supply Agreement has been signed or such other date these General Conditions of Purchasing become binding upon the Parties and shall be effective until terminated by the Seller with observance of a notice period of six (6) months or by the Buyer with observance of a notice period of three (3) months.

19. Premature Termination

Either Party may terminate the Supply Agreement (including any Consignment Agreement or other agreement between the Parties entered into under the Supply Agreement) with immediate effect if:

(a) the other Party fails to fulfil its obligations under such agreement, provided such failure is of material importance for the other Party and the failure has not been cured within 30 days of receiving written notification from the Party invoking this paragraph;

(b) if the other Party repeatedly has failed to fulfil its obligations under such agreement but has cured the failure according to (a) above.

In addition, the Buyer is entitled to terminate the order or the Supply Agreement (including any Consignment Agreement or other agreement between the Parties entered into under the Supply Agreement) without liability to the Seller in any of the following events: (a) insolvency of the Seller, (b) filing of a petition for bankruptcy 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 calendar days of such event.

Irrespective of whether or not the Supply Agreement (including any Consignment Agreement or other agreement between the parties entered into under the Supply Agreement) is terminated, each Party shall keep the other party harmless for any damages occurring due to a Party's breach of contract.

20. Consequences of Termination

Upon the expiration or termination of the Supply Agreement for any reason, (a) Seller shall complete delivery of all binding purchase orders then existing unless the Buyer cancels some or all pending orders;

(b) the Buyer is entitled to purchase products and Seller shall supply products according to the terms in force as per the date the Supply Agreement has terminated to the extent required to satisfy the Buyer's demand for at least twelve (12) months from the date the Supply Agreement has terminated, provided, however, that the Buyer has used reasonable efforts to purchase equivalent products from another supplier; and

(c) the Parties shall each return all materials and information provided by the other party, including any confidential information.

In case a Consignment Agreement would be terminated in accordance with the provisions of the section 19 hereof due to Buyer's breach of contract, Seller will be entitled to withdraw products in consignment without notice and at Seller's cost and expenses.

21. Applicable Law and legal venue

The legal relations shall be governed by the Buyer's domestic law, the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded. The parties shall make every effort to settle any differences of opinion amicably. Should it unexpectedly prove impossible to reach an agreement, the courts at the place of the Buyer shall decide. The language to be used in the arbitral proceedings shall be the Buyer's domestic language.

22. Translation

If these General Conditions of Purchasing are available in any language other than English, these are for information and only the English version will always prevail.

23. Additional Agreement for Framework Contracts

In the case of blanket orders, the following provisions shall apply in addition to the above General Conditions of Purchasing. In as far as the General Conditions of Purchasing and the following provisions may contradict one another, the latter shall have precedence. The ordered quantities for delivery merely reflect the rough volume of transactions expected or anticipated in terms of the Buyer's demand. The exact scope of delivery, however, is dependent on what the Buyer actually calls up. The Seller is aware of the fact that in the case of the ordered goods and the products the Buyer produces from these, these concern supply parts for the automobile industry, and that the Buyer's requirements are dependent on the fluctuations in demand of this industry. The Buyer shall have the right to withdraw from the contract partially or in whole, if one of their customers cancels an order or reduces the scope of it because of a change in the model concerned, or other design or technical modifications arise, or for other reasons the Buyer is not responsible for. In the case of such a withdrawal, the Buyer shall not be committed to compensation for damages.