

## GENERAL PURCHASING CONDITIONS FOR BUFAB

### 1. Introduction and orders

- 1.1 The following Bufab general purchasing conditions ("Agreement") shall apply to all orders for products ("Products") made by any Bufab group companies ("Bufab") to the selling party ("Seller").
- 1.2 For the purpose hereof, a Bufab group company shall be defined as any entity, which is controlled by or under common control by Bufab.
- 1.3 All purchase orders must be made in writing through Bufab's order portal system, EDI or email.
- 1.4 The Seller shall confirm the purchase order ("PO") in writing within two (2) working days from receipt. If a PO has not been confirmed or denied within such time, the PO shall be considered confirmed by the Seller.
- 1.5 No other terms and conditions including, without limitation, any terms and conditions set forth in Seller's invoices or order confirmation shall apply. A PO shall not bind Bufab, if the Seller's order confirmation contains changes from the PO issued by Bufab, unless accepted by Bufab in writing.

### 2. Quality assurance and inspection

- 2.1 The Products shall be of high quality and fit for any purpose for which such Products are customarily used and any other purpose made known to the Seller.
- 2.2 Seller shall immediately inform Bufab in writing of any essential condition which could have a negative effect on Seller's ability regarding the manufacturing and/or delivery of the Products, in particular but not limited to, :
  - a. Change of manufacturing site
  - b. Change of raw material source or raw material composition
  - c. Changed method, fixture and/or equipment of production, process or testing
  - d. Significant Mold repair/refurbishment
  - e. Change of Sub-Supplier for producing, processing or testing
- 2.3 Bufab shall be entitled at any time to inspect the Seller's production process by inspecting its premises and its subcontractors. If measures must be taken because of such audit, the Seller undertakes to prepare without undue delay an action plan and to implement promptly.

### 3. Price and payment

- 3.1 Agreed prices are; (i) firm and fixed, (ii) exclusive of VAT but inclusive of all taxes and duties applicable, payable on or prior to delivery, and (iii) inclusive of all storage, handling, packing and all other expenses and charges.
- 3.2 All price changes are subject to renegotiations between the parties. All price changes must be agreed in writing.
- 3.3 Invoices shall refer to the purchase order number, type of Products, quantity delivered and the total sum invoiced for such Products.
- 3.4 Unless a different period is agreed in writing, correct issued invoices shall be paid within ninety (90) days from the latter of the date of invoice or the date of delivery.
- 3.5 Bufab shall be entitled to set off any amount for which the Seller is liable under the Agreement and may withhold such amount accordingly.

### 4. Delivery

- 4.1 Unless otherwise agreed in writing, the Products shall be packed and marked in accordance with Bufab Supplier Manual. The latest version of the manual is available on the Bufab Supplier Portal. The Seller shall be responsible for any costs that are incurred by it or its

subcontractors due to a failure to follow the Bufab Supplier Manual.

- 4.2 Delivery shall be made on the date specified in the purchase order, or, mutually agreed confirmed date.
- 4.3 Unless otherwise agreed in writing, the delivery shall be FCA + place of dispatch (latest version of Incoterms).
- 4.4 If the Seller has reasons to believe that a delay in delivery of the Products may occur, the Seller shall immediately inform Bufab in writing, stating the reason for the delay and an estimated new delivery date. Such notification shall not limit Supplier's liability for delay according to this Agreement or applicable law. If the Seller fails to give such notice in due time, Bufab shall be entitled to compensation for all reasonable costs and expenses incurred as a result thereof.
- 4.5 In the event of such a delay in delivery, Bufab shall be entitled to liquidate damages of five (5) per cent of the purchase order price for each commenced week of delay up to a maximum of thirty (30) per cent of the purchase order price. In the event of a delay, Bufab is also entitled to cancel the relevant purchase order.
- 4.6 The said right to liquidated damages shall be without prejudice to any other remedies available under the Agreement or governing law.

### 5. Warranties

- 5.1 The Seller warrants that, on delivery and during the warranty period as set forth below, Products are free from defects and fit for use in intended applications. The Seller is thus liable for defects that are due to shortcomings in design, materials and/or manufacture of Products supplied, and for defects in them caused by deviations from agreed specifications.
- 5.2 The warranty period shall begin on the date of the Seller's delivery and it shall expire twenty-four (24) months after the date of delivery.
- 5.3 If Defects are found in the Products within the above warranty period, then the Seller shall immediately, at its own cost, repair or replace (at Bufab's option) any Products or part thereof. The Seller shall reimburse Bufab for all labour, administration and other costs pertaining for such measures. Repair shall be carried out at the place where the Products are located, unless the Seller deems it appropriate, in agreement with Bufab, that the defective Products are returned to the Seller for repair or replacement. Any Products shall be returned for repair or replacement at the Seller's risk and expense.
- 5.4 If the Seller fails to repair or replace defective Products within a reasonably period of time, then Bufab may, without prejudice to any other remedies available, engage a third party to repair or replace the defective Products at the risk and cost of the seller. Bufab shall also be entitled to terminate the agreement if the fault or defect is substantial for Bufab.
- 5.5 The Seller shall be obligated to remedy any defect which occurs in more than one (1) percent of the same or similar Products ("Systematic Defects"). In case of a Systematic Defect in the Products, the Seller shall promptly:
  - (i) at no charge to Bufab, replace all units of the respective Products delivered up to the time that the Systematic Defect has been remedied by Seller;
  - (ii) reimburse Bufab for the actual costs for investigating and analysing the scope of and consequences resulting from the Systematic Defect, and the actual costs for the removal and

- (iii) replacement of such Defective Products at the sites; and indemnify Bufab for all other costs and damage incurred by Bufab.

## 6. Liability

- 6.1 Under no circumstances shall a party be liable to the other party for any punitive, special damages or for any indirect, incidental or consequential damages (including but not limited to loss of use, loss of production, loss of income, loss of profit, loss of anticipated profit, loss of business, loss of savings, loss of data, loss of goodwill, loss of investment or loss of business reputation) arising under or relating to this Agreement or the subject matter hereof.
- 6.2 The Seller shall be liable for any damages and costs caused to third parties as a result of the lack of safety of the Products delivered or acts of gross negligence.

## 7. Intellectual Property Rights

- 7.1 The Seller shall indemnify Bufab, its Affiliates, customers, agents and distributors against all claims, actions, demands, proceedings, losses, damages, costs, charges and expenses suffered or incurred by any of them and arising out of which alleges that the Products, or the use of the Products, infringe any third party right (including, without limitation, any Intellectual Property Right). This will not apply when the Seller has received documentation and specifications from Bufab.

## 8. Insurance

- 8.1 The Seller agrees to obtain and maintain a product and general liability insurance that are reasonably and customary covering all liabilities relating to the Products delivered under the Agreement.

## 9. Compliance

- 9.1 The parties undertake to comply with the requirements in Bufab Code of Conduct, of which the latest version can be found at [www.bufab.com](http://www.bufab.com). It is the responsibility of the Seller to ensure that its employees and subcontractors are informed about and comply with Bufab Code of Conduct.
- 9.2 The Seller shall in relation to the Products and supply of the Products comply with all applicable laws, rules, regulations, industry standards, and requirements (including re-sale). The Products shall also comply with all relevant technical standards and the environmental- and special market requirements stated in the purchase order or otherwise agreed upon between the parties.
- 9.3 In addition to the above, the Seller shall at all times comply with the latest version of Bufab's directive regarding banned and restricted substances (RoHS & Reach), the latest version can be found at: <https://www.bufab.com/sustainability/rohs-and-reach>
- 9.4 The Seller is responsible for obtaining and maintaining any export license(s) required for delivery of the Products to Bufab according to the purchase order.

## 10. Termination

- 10.1 In the event that the Seller becomes insolvent, files for bankruptcy or if a petition in bankruptcy against the Seller is filed and it is not rejected or withdrawn within thirty (30) days from its inception, Bufab shall be entitled to terminate the Agreement with immediate effect and without paying any compensation.
- 10.2 Either party shall be entitled to totally/partially terminate the Agreement if the other party commits a material breach of the Agreement and does not rectify such breach within thirty (30) days after receiving written notice.

- 10.3 Either Party may at any time, and without statements of any grounds, cancel this Agreement, subject to twelve (12) months prior written notice.

- 10.4 Termination or expiry of this Agreement shall not extinguish any obligations of either party remaining to be performed after such termination or expiry or any provisions that by their nature or context are intended to survive termination or expiry or any rights of either party accrued prior to termination or expiry.

## 11. Confidentiality

- 11.1 The Supplier undertakes, during the term of this Agreement, as well as thereafter not to manufacture or supply Products that are manufactured pursuant to specific Bufab design and specifications to any other party than a Bufab Company unless Bufab has given its prior written consent thereto.
- 11.2 Neither of the Parties may without prior written consent from the other disclose to a third party any confidential information obtained or produced under this Agreement. Both Parties shall allow access to confidential information only to such employees who need such access to perform the Agreement.
- 11.3 Notwithstanding the above, both Parties may disclose confidential information in accordance with judicial or governmental order, mandatory legal requirements or applicable mandatory regulations, provided that the other Party is given reasonably notice prior to such disclosure.
- 11.4 These confidentiality obligations shall not apply to information that can be demonstrated to be generally available, without breach of confidentiality obligations.

## 12. Force Majeure

- 12.1 The performance of either party, required by the Agreement, shall be extended by a reasonable period of time if such performance is impeded by an unforeseeable event beyond such party's control.
- 12.2 In case of force majeure, each party shall promptly notify and furnish the other party in writing with all relevant information thereto.
- 12.3 If an event of force majeure continue for more than thirty (30) days, Bufab shall have the right to terminate the Agreement or any purchase order with immediate effect.

## 13. Non-Waiver

- 13.1 The failure by either party to enforce any provisions of the Agreement or to exercise any right in respect thereto shall not be construed as constituting a waiver of its rights thereof.

## 14. Changes and Amendments

- 14.1 No modification, amendment or other change may be made to this Agreement or any part thereof unless agreed in writing and executed by authorized representatives of both parties.
- 14.2 In case of any discrepancy or inconsistency between the English version and the local version, the English version shall always prevail.

## 15. Applicable law and dispute resolution

- 15.1 This Agreement shall be governed by and construed in accordance with the substantive laws of Sweden. All disputes arising in connection with this Agreement shall be finally settled by Arbitration in accordance with Swedish arbitration law. Unless the parties otherwise agree, such proceedings shall be held in Stockholm and in the Swedish or English language.