

General Terms and Conditions (GTCs) of purchase by Vandewiele Sweden AB (VDWS).

- Scope of application:** These General Terms and Conditions of purchase (referred to as “GTCs”) shall apply to the Agreement, as defined below, between Vandewiele Sweden AB and/or any of its Swedish subsidiaries, as applicable (referred to as “VDWS”, or “Buyer”) and the supplier (“Supplier”) unless stated otherwise in the purchase order (“PO”) from VDWS. If the Supplier is part of a group, “Supplier” shall always refer to the supplier company which receives and confirms the PO.
- Agreement:** The Agreement comprises the PO, the Order Confirmation acknowledged by the Buyer in accordance with the terms of the GTC, its appendices, any other written agreement between the parties if applicable and these GTCs, related to the Products as defined below. The Agreement supersedes any prior agreements, written or oral. In case of contradictions between the GTC and a PO placed by the Buyer, the PO shall prevail.
- Product definition:** “Product” shall mean products in the Supplier’s product assortment and/or services requested by the Buyer and which are specified in the PO (the “Products”). In addition, any reference to “Service” in these GTC shall refer to the aforementioned services, forming part of the Products unless otherwise explicitly agreed. The terms in these GTC shall apply to the Services, as applicable.
- Deviations:** Deviations from the GTCs or any part of the Agreement are valid only after explicitly agreed upon in writing by VDWS and the Supplier communicated by letter, electronic mail, or fax. Any deviating, conflicting, varying, or additional terms and conditions referred to by the Supplier in any order confirmation, specification or other document do not constitute part of the Agreement.
- Authorized VDWS representations:** Except for VDWS’s CEO, Deputy Executive Director and designated VDWS purchasing department personnel, the employees of VDWS are not authorized to place Purchase Orders, agree of Deviations, or legally bind VDWS. The Supplier shall be responsible to ensure that persons acting on behalf of the Supplier are entitled do so with legal effect.
- Price and payment:** All prices stated by the Supplier in any RFQ, proposal or negotiation preceding a PO are fixed, and any additional charges must be agreed upon by the Buyer. For avoidance of doubt, the price of the Order Confirmation is fixed. Date of payment shall be determined starting from receipt by the Buyer of a correct invoice, however at the earliest from date of product delivery or completed performance of the Services, as applicable. Payments will be made within sixty (60) days, unless otherwise set out in the PO. If the Buyer fails to pay by the stipulated date, and payment has not been made within a period of ten (10) business days from receipt of the Supplier’s reminder regarding such unpaid invoice, the Supplier shall be entitled to charge an interest rate of 1% + reference rate from “Sveriges Riksbank” per commenced month, if not otherwise agreed between the parties.
- Order Confirmation:** The Supplier must acknowledge the PO placed by the Buyer within five (5) business days; failure to do so, will be regarded as confirmed PO and the PO becomes binding upon the Supplier. If the PO is rejected/non-accepted by the Supplier that should not constitute an Order Confirmation or an Agreement.
- Delivery documents and Packing:** All delivery documents, i.e., delivery note, packing receipts and invoice, must adhere to the Buyer’s instructions as provided from time to time and applicable law. Packing, including the packing material, is included in the price, and the Supplier is responsible to ensuring undamaged delivery. Product and package shall be marked in accordance with the Buyer’s instructions. If the delivery consists of different types of Products, they must be separated with clear markings. Partial delivery shall not be permitted, unless otherwise agreed in writing by the Buyer.
- Terms of delivery:** Incoterms 2020, as further specified in the PO. The Buyer’s requested delivery date/performance schedule set out in the PO (“Delivery Date”) becomes binding upon the Supplier unless the Supplier, within five (5) business days from receiving the PO, decline the Delivery Date and propose a new Delivery Date. The Supplier is bound by its confirmation or proposed Delivery Date, in accordance with above.
- Buyer’s Tooling:** Tooling such as jigs, templates, cast models, fixtures, special tools, inspection- and test equipment, manufacturing documentation, software, 3-d-models etc., produced and/or user by the Supplier at the Buyer’s cost shall remain the Buyers property, including all rights thereto, and are to be used exclusively for VDWS products. These tools must be handed over to the Buyer upon request. The tooling must be properly stored and handled to avoid damage. The Supplier may not resell, pledge, insert into immovable property, modify, assemble or otherwise dispose of the tool(s). In the event that the Supplier becomes subject to insolvency proceedings, the Supplier shall (i) immediately inform the Buyer thereof, and (ii) inform the relevant parties that the tool(s) are the Buyer’s property.
- Confidentiality:** The Supplier is obligated to ensure that technical, commercial, financial information and/or other information (whether oral or written or in visual, electronic or tangible form) which has been declared as confidential or which must by its very nature be deemed to be confidential provided by one party to the other is not disclosed to third parties or used for purposes other than fulfilling work for the Buyer, without prior written authorization from the Buyer. In the event of contradictions between this obligation and a separate non-disclosure agreement (NDA) entered

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- into between VDWS and the Supplier, the terms of that NDA regarding confidentiality and non-disclosure shall take precedent over the confidentiality obligation in the GTCs.
12. **Obligation to notify changes:** The Supplier shall without undue delay notify the Buyer of all changes (i) in the Product and related documentation, such as manuals etc; (ii) legal requirements relating to the Product; and (iii) to processes relevant for the completion of product, including changes at external providers or location of manufacture and obtain the Buyers approval before the introduction of the change.
 13. **Delayed deliveries:** If the Supplier anticipates that he will not be able to deliver the Product on the Delivery Date, or perform the Services within the agreed timeframe, or otherwise becomes aware of an event that has occurred or is anticipated which may jeopardize a product delivery or fulfilment of the requirements specified by the Buyer, he shall immediately notify the Buyer stating the reason and, if possible, expected time of delivery. Failure to give such notice the Buyer shall be entitled to compensation for additional costs which he incurs and which he could have avoided with such notice. If the Supplier is unable to comply with the Delivery Date, the Buyer is entitled to liquidated damages equal to 0.5% of the purchase price for each calendar week of delay. The total liquidated damages shall not exceed 7.5% of the purchase price of the delayed Products.
 14. **Force Majeure:** A party shall be entitled to suspend the performance of its obligations where such performance is prevented by a circumstance which is beyond such party's control and which such party could neither have foreseen nor reasonably should have foreseen in conjunction with the conclusion of the Agreement ("**Force Majeure**") including but not limited to war, terrorism, insurrection, epidemics, pandemics, sabotage, general strikes, fire, explosion, acts of governments.
A Party that wishes to Invoke a Force Majeure event shall immediately notify the other party thereof. The failure to provide such notice in due time entails an obligation to compensate the other party for the damage or loss which could have been avoided if the notice had been provided in due time.
In the event a Party is prevented from performing its obligations under the Agreement due to a Force Majeure event during a continuous period exceeding three (3) months, or it is clear that the Force Majeure event will subsist, the other Party shall be entitled to terminate the Agreement with immediate effect.
 15. **Inspection and quality:** The Product must meet requirements specified by the Buyer in the PO or elsewhere in the Agreement. The Buyer reserves the right to inspect the Product and the production process, including the Quality Assurance System, to ensure the Supplier's and the Products' compliance with the Agreement. Audit requests must be made by the Buyer and agreed in good faith between the parties in due time for necessary preparations at the Suppliers' premises or subcontractors. The Supplier shall, at its own cost, arrange for the Product to be supplied with certificate of conformance, CoC, if requested or specified by the Buyer.
 16. **Supplier's compliance:** The Supplier is obliged to ensure that it, its affiliates, officers, directors, agents, employees or any other persons authorised to act on their behalf complies with all applicable legal or statutory provisions, guidelines, government regulations and trade-related sanctions rules (including the aforementioned regulations applicable in the country where the Products are to be manufactured, marketed and sold) (the "**Regulations**"), including but not limited to anti-corruption or anti-bribery laws, export control law and any additional regulations specified by Buyer in the PO. The Supplier shall also respect and comply with all principles of the "UN Global Compact" and the Buyer's policies, as provided from time to time.
 17. **Warranty:** The Supplier warrants, for a period consisting of the longer of (i) two (2) years from the delivery of the Buyer's finished product(s) to its end-customer or (ii) such longer warranty period stated by the Buyer in the Agreement due to customer-specific terms that the Products, including the results of the Services:
 - (a) meet the quality, technical and other requirements set out in the Agreement, the Purchase Order and/or as agreed between the Parties,
 - (b) are free from defects in title, materials, workmanship, manufacturing and design and that the Services have been performed in a professional manner and in accordance with applicable standards,
 - (c) are fit and suitable for the intended purposes by the Buyer and its end-customer;
 - (d) only consist of non-conflict materials including but not limited to DRC conflict free (such as conflict minerals (Columbite-tantalite (also known as Coltan (tantalum, niobium)), Cassiterite (Tin), Wolframite (Tungsten), Gold or their derivatives) that directly or indirectly finance armed groups through mining or mineral trading); and
 - (e) comply with all Regulations, and especially the EU ROHS directive (2011/65/EU), EU REACH regulation (1907/2006) and EU Conflict Mineral regulation (EU 2017/821) and applicable product safety act(s) and regulation(s) and any additional regulations specified by Buyer in the PO.The Supplier must, upon the Buyer's request, provide the Buyer with all necessary information related to the Products, such as:
 - A supplier within EU shall provide VDWS the SCIP reference number and inform VDWS in accordance with Article33.
 - Suppliers outside the EU must provide VDWS with a REACH declaration for substances of Very High Concern (SVHC).

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- The Supplier is liable for any breach of warranty and must indemnify and hold the Buyer harmless against any costs, damages or third-party claims resulting from such breach, including the claims of government authorities.
18. **Export or import:** The Supplier shall comply with all export and import rule applicable to the Product. In case VDWS is obliged to obtain an export and/or import permit, the effectiveness of the Agreement shall be subject to the condition's precedent of the granting of an export and/or import permit. The Supplier shall furthermore immediately upon VDWS request provide VDWS with all information and documentation necessary for obtaining permits or for compliance with applicable export and import rules.
19. **Remedies for defect:** The Buyer shall after detection of a defect or discrepancies in a Product and/or a result of Service notify the Supplier in writing thereof, which shall include a description of the defect. The Supplier shall at its risk and expense promptly remedy defective Products (non-conformity with the Agreement) either by repairing or replacing the Product, subject to the Buyer's instructions. In the event that the Supplier fails to comply with its obligations within a period of 30 days, the Buyer shall be entitled to substitute the Product at the Supplier's expense (and any associated cost for the Buyer with such substitute shall be the Supplier's). The Buyer shall have the same right, if the Buyer finds it inappropriate to wait for the Supplier to replace the Product. The Supplier is not liable for expected effects from normal wear and tear. The Supplier shall compensate the Buyer for any and all loss, damage or expense incurred by the Buyer due to defects in the Products. Necessary transports relating to defective Products under warranty shall be at the risk and expense of the Supplier.
20. **Changes:** The Buyer may at any time before delivery of the Products or completeness of the Service, as applicable, in writing, make changes to the PO. If any such change causes an increase or decrease in the cost of or the time required for performance of the PO, an equitable adjustment shall be made in the price or delivery schedule or both, and the PO shall be modified accordingly. The Supplier must notify the Buyer at least six (6) months in advance of obsolescence or discontinuation of any materials, processes, or Products. Material- or process changes which affect function, technical performance, interchangeability, spare parts and exchange units, maintainability, safety, price, delivery time or other alteration of a vital nature are not allowed without the Buyer's prior written approval.
21. **Product liability:** The Supplier shall indemnify and hold harmless the Buyer from and against any claim for loss of or damage to property or personal injury to or the death of any person arising under any theory of product liability which relates to the ordered product. The Supplier shall also indemnify and hold the Buyer harmless for other forms of damage – including pure economic loss – which the Buyer has suffered as a consequence of such damage.
22. **Recall:** In the event the Supplier recalls Products which have been delivered to the Buyer, the Supplier shall immediately inform the Buyer in respect thereof in writing and provide the Buyer with a plan governing how recall of Products shall take place. The Buyer undertakes, to a reasonable extent, to cooperate with the Supplier regarding the transportation, warehousing, storage and disposal of the Products which are subject to the recall. The Buyer is entitled to compensation for all loss, damage or expense incurred as a result of the recall.
23. **Limitation of Liability:** Neither Party shall under no circumstances be liable for indirect costs, including but not limited to loss of profit, costs for interruptions and capital costs or claims by third parties, resulting from defects, non-compliance with warranties, delay, damage or other. Each Party's total liability under the Agreement shall, in any event, be limited to the lower of three million (3.000.000) SEK or fifty percent (50%) of the amount paid by the Buyer during the twelve-month period (12 months) immediately prior to the claim. The limitations set out in this section 233 shall not apply in relation to claims related to intellectual property rights or Product Liability or due to a party's willful misconduct or gross negligence.
24. **Insurance:** The Supplier must maintain insurance coverage appropriate to its business nature and liability. Upon the Buyer's demand, the Supplier must provide evidence of such insurance.
25. **Intellectual property rights (IPR):** Unless otherwise explicitly set out, nothing in the Agreement shall constitute or be construed as a transfer of ownership of any of the Buyer's IPR or other rights to the Supplier. "IPR" shall include, but not be limited to inventions, patents, designs, trademarks, copyrights, related rights and database rights, confidential and proprietary information such as trade secrets and know-how, and all other similar rights, including applications for registration of such and associated documentation. All IPR and/or other results related to the Products, and/or result of the Services developed within the Agreement shall vest with the Buyer as exclusive owner, and, in relation to the Supplier's background IPR forming part thereof, the Supplier grants the Buyer a perpetual non exclusive, transferrable, sub-licensable, irrevocable, worldwide license to, by itself or through a third party use, alter, modify, amend, market and sell such IPR. In the event a claim for damages concerning alleged infringement of Intellectual Property Rights related

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to the Products is brought against the Purchaser as a result of the sales of the Products, or products containing the Products, by the Purchaser, the Supplier shall indemnify and hold the Purchaser harmless for all costs incurred, including but not limited to counsel fees.

In addition to above, if any proceedings or claim from third parties concerning the infringement of Intellectual Property Rights is made, the Supplier must, at its own option, change or replace the affected Product(s) to render them non-infringing (without any material change to the function of the Product) or to obtain a suitable license from a third party. The Buyer may also choose to terminate the Agreement with respect to the infringing Product.

26. **Termination:**

The Buyer may terminate the PO for convenience, in whole or in part, and compensate the Supplier for actual and verified costs incurred and termination-related expenses. The Buyer shall in no event be obliged to pay an amount which exceeds the total agreed purchase price for the terminated product. The Supplier shall within thirty (30) days from having received the notice of termination forward a termination claim to the Buyer specifying the costs and the profit, if any, to be paid by the Buyer, which are subject for the Buyer's review and approval. The Buyer will only compensate for costs that have been strictly necessary to perform the Supplier's obligation under the Agreement up until the termination.

The Buyer is entitled to terminate the PO **for default** in any one of the following circumstances: 1) the Supplier becomes insolvent, 2) the Supplier resorts to fraudulent practices in connection with the PO, 3) the Supplier fails to comply with any other material provision of the Agreement and does not cure such failure or breach within a period of fifteen (15) days after receipt of the Termination Notice for Default. The Buyer is then after written notice of entitled to full compensation for the specified loss as a result of the Supplier's default or negligence.

In the event of termination in whole or in part the warranties, the indemnity for product liability and the intellectual property right shall survive such termination in relation to product delivered to the Buyer.

If the Supplier is not able to deliver the Products or complete the Services within 30 business days as from the Delivery Date, the Buyer is entitled to, in addition to the liquidated damages according to the Agreement (i) immediately cancel the PO; (ii) claim damages for all costs of the Buyer relating to such delay; (iii) request full compensation for any purchases of substitute products made by the Buyer and/or (iv) request replacement product(s) from the Supplier of similar or higher quality at identical or lower price, to be delivered without delay. If so, the Supplier shall not be entitled to compensation for its costs incurred due to the PO or the termination.

27. **Publicity:** The Supplier must not publicize or publish information about the Buyer, the Buyer's ordered/purchased Product(s), the PO, or any other information related to the Buyer and its business relationship with the Supplier, without the Buyer's prior written consent.

28. **Disputes:** This Agreement shall be governed by the substantive law of Sweden without regard to its conflict of law provisions.

Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the SCC Arbitration Institute. The seat of arbitration shall be Gothenburg, Sweden. The language to be used in the arbitral proceedings shall be English.

The parties undertake and agree that all arbitral proceedings conducted with reference to this Agreement will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the written consent of the other Party. This notwithstanding, a Party shall not be prevented from disclosing such information in order to safeguard in the best possible way his rights vis-à-vis the other Party in connection with the dispute, or if the Party is obliged to so disclose pursuant to statute, regulation, a decision by an authority, applicable stock exchange regulations or the regulations of any other recognized marketplace. If the Agreement, or any part thereof, is assigned to a third party, such third party shall be automatically bound by this arbitration clause.