

General Purchasing Terms and Conditions for Services

1 Definitions

The “*Agreement*” – The agreement executed between the Parties, of which these general purchasing terms and conditions are an integral part.

“*Coor*” – Coor Service Management Group AB or any of its group companies.

“*Delivery*” – the Service, including Material, documentation, diagrams and written instructions which are necessary pursuant to the Agreement.

“*Material*” – products which the Seller is to deliver in combination with the Service pursuant to the Agreement

“*Party/Parties*” – Coor and the Supplier, individually or jointly.

“*Service*” – the Activity or function (with or without delivery of Material) ordered by Coor, to be provided by the Supplier. Unless otherwise agreed, the definition includes necessary equipment and aids to perform the Service.

2 Applicability of the terms and conditions

These general purchasing terms and conditions shall apply where reference hereto has been made during any phase of the procurement (e.g. in the invitation to tender, any order, or the Agreement). These general purchasing terms and conditions shall apply between the Parties and shall take precedence over other terms and conditions drafted by the Supplier unless otherwise expressly agreed in writing.

3 Order confirmation

Within five (5) business days of receiving an order, the Supplier shall send an order confirmation to Coor in which the Supplier confirms the order and delivery date.

4 Characteristics of the Delivery, quality, etc.

4.1 The Supplier shall ensure that the Delivery complies with the laws and regulations applicable to the Delivery. Upon request, the Supplier shall provide Coor with documentation showing that the Delivery meets these requirements.

4.2 Documented procedures that relate to the Quality of the products or services to be provided to Coor, including self-assessment, reporting of non-conformities, should be in place.

4.3 In respect of design, type, quantity, quality and other characteristics, the Supplier shall ensure that the Delivery conforms to the provisions of the Agreement, is suitable, and is that which Coor could reasonably foresee in light of standard industry practice. The Delivery shall also be made with the skill and care which may be expected of skilled professional persons with experience of performing similar Services.

4.4 Each deviation from the provisions of this section 4 shall constitute a defect in the Delivery.

5 Undeclared workers

5.1 The Supplier undertakes to actively endeavour to ensure that so-called “undeclared workers” are not employed in either the Supplier’s own organisation or that of subcontractors involved in the Delivery. Upon Coor’s request, the Supplier must be able to present documentation to prove that the Supplier – and any subcontractors involved in the Delivery – have fulfilled their obligations in respect of payment of taxes and social insurance charges. In the event the Supplier cannot present this documentation within five business days of the enquiry, Coor shall be entitled to terminate the Agreement in accordance with the provisions of section 16.2. In the event that it is established, through a final judicial decision or public authority decision, that the Supplier or a subcontractor involved in the Delivery has employed undeclared workers, the Supplier shall pay liquidated damages to Coor in the amount of SEK 1,000,000. The payment of liquidated damages shall not affect Coor’s right to compensation for any loss incurred by Coor as a result of the foregoing.

6 Environment, Health & Safety and Ethics

6.1 The Delivery shall be performed in an environmentally-friendly manner. The Supplier shall actively seek to apply environmentally-friendly policies and have documented procedures that relate to the Environmental impact of the products or services to be provided to Coor, incl meeting applicable laws and permits for chemicals, fuel and waste, in place. When procuring or using products for the Delivery, eco-labelled or environmental certified products shall be prioritized in accordance with Kemikalieinspektionens Prioriteringsguide PRIO and REACH (Registration, Evaluation, Authorisation and restriction of Chemicals), Regulation (EC) No 1907/2006 of the European Parliament and of the Council and the International Chemical Secretariat. The products used or procured by the Supplier may not be used in violation of the Swedish Chemicals Agency’s Restricted Substances Database and Regulation (EC) No 1907/2006 of the European Parliament and of the Council and International Chemical Secretariat (SIN-list). Up-to-date safety data sheet (MSDS) and a list of chemical products used in deliveries to Coor Service Management should be in place and delivered to Coor.

6.2 Documented procedures that relate to the Health & Safety of the products or services to be provided to Coor, incl meeting applicable laws and permits for the work environment, should be in place.

6.3 The Supplier shall comply with, and inform its staff of, the local administrative and safety regulations applicable to the workplace in question. These comprise, inter alia, rules governing ID cards, background checks, lock and key management, hot

6.4 work, safety, and confidentiality. At the conclusion of the engagement, the Supplier shall ensure that all keys/cards are returned.

6.5 The Supplier undertakes to work actively to ensure that there is no form of corruption, giving of bribes, receipt of bribes, measures which unfairly restrict competition, discrimination or harassment, either within the Supplier’s own organisation or at subcontractors. The Supplier further undertakes to comply with, and ensure, that all staff of the Supplier and any subcontractors who are involved in the Delivery comply with Coors Code of Conduct for Suppliers, set forth at: www.coor.se.

7 Staff and subcontractors

7.1 The Supplier shall perform the Delivery with staff who have adequate and sufficient skill and who are otherwise suitable for the engagement. Upon Coor’s request, the Supplier shall replace a person to whom the Supplier has assigned tasks in accordance with the Agreement, where the person in question is unsuitable for the tasks or Coor experiences difficulties in cooperation. The replacement of the person in question shall take place as quickly as can reasonably be required.

7.2 The Supplier shall have no right to retain subcontractors for performance of the Delivery without Coor’s written consent. In the event the Supplier utilises subcontractors for the Delivery, the Supplier shall have primary liability for the work of the subcontractor.

7.3 The supplier is utmost responsible for the work environment of their personnel.

8 Delivery delay

8.1 The Delivery shall be made within the agreed time. If the Supplier finds that the Delivery cannot be made within the agreed time, the Supplier shall immediately notify Coor in writing regarding when Delivery can be made and shall state the reason for the modified delivery date. Such notification shall not otherwise limit the Supplier’s obligations.

8.2 Where Delivery cannot be made in a timely fashion, the Supplier shall compensate Coor for damages incurred by Coor due to the delay. Without otherwise limiting Coor’s right to compensation pursuant to law or contract, Coor shall also be entitled to liquidated damages from the Supplier corresponding to one (1) per cent of the price of the Delivery for each week of the delay or portion thereof. The liquidated damages shall be limited to ten (10) per cent of the total price of the Delivery.

8.3 Irrespective of Coor’s right to any liquidated damages, Coor shall be entitled to terminate the purchase due to the delivery delay to the extent the delay is material to Coor.

9 Sanctions for defects, etc.

9.1 In the event of a defect in the Delivery, the Supplier shall, at its own expense, immediately remedy the defect at a time and in a manner which, in Coor’s opinion, does not cause disruption of Coor’s operations or those of Coor’s customers. Where the Supplier does not immediately remedy the defect, Coor shall be entitled to remedy the defect at the Supplier’s expense or to rescind the purchase of the Service.

9.2 Coor shall be entitled to liquidated damages for the period between notice of complaint and remediation. Liquidated damages shall be calculated in accordance with section 8.2 above.

9.3 In the event the Supplier fails to remedy the defect within a reasonable time after notice of complaint, Coor shall be entitled to a price reduction corresponding to the difference between the value of the Delivery for Coor in the defective condition and the value of the Delivery for Coor in a contractually compliant condition.

9.4 In addition to the foregoing, in the event of any defect in the Delivery the Supplier shall compensate Coor for any loss which Coor incurs due to the defect.

9.5 The Supplier shall indemnify Coor for Coor’s liability in damages to any third party as a result of the Delivery or the Supplier’s negligence otherwise.

10 Intellectual property rights

10.1 The Supplier irrevocably assigns to Coor title and the right of use, as well as all other rights, attributable to the result of the Delivery. This shall also entail that Coor shall be entitled to change and modify the result of the Delivery as well as to assign the rights onwards. The aforementioned rights shall pass to Coor at the time of submission of the result of the Delivery.

10.2 The Supplier warrants that the results of the Delivery do not constitute infringement of any third party intellectual property rights. To the extent Coor’s use of the Delivery requires a transfer of rights, e.g. a license from the Supplier or a third party, such transfer shall be included in the purchase and the agreed payment for the Delivery shall also include the transfer of rights.

11 Insurance

The Supplier shall maintain, from time to time, a general liability insurance policy and product liability insurance policy on terms and conditions which are customary in the industry, with coverage limits of not less than ten million Swedish kronor (SEK 10,000,000) per year and loss. The insurance must cover losses which the Supplier may cause to Coor, Coor’s customers, or any third party. The Supplier shall present proof of the purchase and maintenance of such insurance not later than in conjunction with the start of Delivery.

12 Finances

12.1 The agreed prices are fixed, with no indexing, and pertain to full Delivery exclusive of value added tax (inclusive of all other taxes, charges, customs charges, etc.). Accordingly, unless otherwise expressly agreed in writing, the Supplier shall not be entitled to extra compensation for overtime work, per diem expenses, travel or lodging expenses, invoicing fees, administrative fees, etc.

12.2 Invoicing shall take place following completed Delivery.

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12.3 The invoice shall be sent within two months from the date of Delivery. Where this does not take place, the Supplier shall forfeit any claim for payment for the Delivery.

12.4 The invoice shall contain the information which follows from the instructions regarding the content of invoices as set forth at www.coor.se. No reminder fees or collection fees shall be payable where the invoice is returned due to incomplete information.

12.5 Payment shall be made within sixty (60) days after Coor receives a correct invoice, provided that the Supplier has delivered the Service in accordance with the Agreement.

12.6 Coor's payment of an invoiced amount shall not be deemed to constitute any approval whatsoever by Coor of the Supplier's performance of its agreed obligations.

12.7 In the event of late payment, statutory penalty interest on arrears shall be payable. If an overdue invoice, despite reminders, has not been paid by Coor, the Supplier shall, before collection notice (*Sw. inkassokrav*) is sent, contact the person responsible for this Agreement within Coor's sourcing group and inform about the late payment.

13 Confidentiality

13.1 The Supplier undertakes, in perpetuity, not to reveal to any third party Confidential Information received from Coor, other companies in Coor's corporate group, its customers or its subcontractors, or which the Supplier produces in conjunction with execution of the Delivery. The Supplier further undertakes to only use such Confidential Information for execution of the Delivery.

13.2 "Confidential Information" referred to in this section 13 shall mean all information of a scientific, commercial, or other nature, regardless of whether the information is provided orally or in writing, documented electronically or otherwise, with the exception of:

- (a) information which the Supplier can prove that it learned legally prior to the disclosure or use of the information;
- (b) information which is in the public domain or enters the public domain other than by means of the Supplier's breach of this undertaking or failure to act, or any other act by the Supplier; or
- (c) information which is received from a third party who was legally entitled to such Confidential Information and who is not bound by confidentiality in respect of the information.

14 Data Protection

14.1 If and when the Supplier processes personal data in connection with the Services, for which Coor is the personal data controller, the Supplier is the personal data processor pursuant to the applicable data protection legislation. The categories of data subjects and personal data to be processed follow from the Agreement.

14.2 The personal data shall be processed by the Supplier solely for the purpose of fulfilling its undertakings under the Agreement, in accordance with its obligations under the applicable data protection legislation and instructions provided by Coor.

14.3 The Supplier shall implement technical and organisational measures to ensure appropriate protection of the personal data processed in accordance with the applicable data protection legislation and to inform Coor of the measures and any planned amendments to such measures.

14.4 The Supplier undertakes to assist Coor in so far as necessary for Coor's compliance with its obligations under the applicable data protection legislation.

14.5 The Supplier may not process personal data, for which Coor is personal data controller, after the Agreement has expired, unless the Parties agree upon this.

14.6 The Supplier shall grant Coor access to information necessary in order to verify that the obligations set out in this Clause 14 are complied with. Further, the Supplier shall participate in audits and inspections carried out by Coor or a governmental authority.

14.7 When the Supplier engages a subcontractor for the processing of personal data, the Supplier undertakes to enter into a data processing agreement with such subcontractor/sub processor. If a subcontractor is located in a third country (as defined in the applicable data protection legislation), the Supplier undertakes to ensure that legal ground for the transfer is secured. The Supplier shall inform Coor of its subcontractors and any change of subcontractors.

14.8 The Parties agree that the Supplier's remuneration for the Services includes compensation for the Supplier's measures and activities required for fulfilling its undertakings in this Clause 14. The Supplier shall not be entitled to compensation from Coor for any work or costs, due to such measures and activities.

15 Publicity and marketing

15.1 The Supplier may not use Coor's company name or trademarks, or otherwise refer to Coor in conjunction with advertising, other marketing, or any presentation (oral or written) without Coor's prior written consent. Moreover, the Supplier shall not be entitled to issue any press release or make any other public statement on the basis of the Agreement without Coor's consent.

16 Termination

16.1 Coor shall be entitled to terminate the Agreement, or parts of the Agreement, with 30 days' notice of termination and without stating a reason, in respect of

unperformed aspects of the Agreement, whereupon compensation shall be paid for work performed and Material delivered up to the date of termination of the Agreement.

16.2 Notwithstanding any other provision of this Agreement, either Party shall be entitled to terminate this Agreement at any time, with immediate effect, or at such later date as determined by the terminating Party where: (a) the other Party materially breaches the Agreement and fails to cure the breach within thirty (30) days from receipt of written notice thereof (the written notice shall contain a clear explanation of the nature of the breach of contract); (b) the other Party fails to fulfil its obligations in accordance with any statutory instrument or collective agreement (e.g. in respect of VAT registration, payment of social insurance charges and taxes, use of "undeclared workers", etc.); or (c) the other Party is placed into liquidation, bankruptcy, or may be deemed to be insolvent. Where the Agreement is terminated pursuant to this section or section 8.3, the terminating party shall also be entitled to compensation for damage.

17 Other provisions

17.1 Neither Party shall be entitled to assign the Agreement without the written consent of the other Party. Coor shall be entitled to assign the Agreement to companies within its corporate group.

17.2 The Agreement shall, in all respects, be governed by Swedish law. Disputes arising from this Agreement shall be conclusively resolved through arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce ("SCC"). The Rules for Expedited Arbitration shall be applied where the amount in dispute is less than SEK 1 million; where the amount in dispute is SEK 1 million or greater, the Arbitration Rules shall apply. Where the amount in dispute is greater than SEK 1 million but less than SEK 10 million, the arbitral tribunal shall comprise one arbitrator. Where the amount in dispute is SEK 10 million or more, the arbitral tribunal shall comprise three arbitrators. The amount in dispute includes the claimant's claims in the request for arbitration as well as counterclaims made in the answer to the request for arbitration. The arbitral proceedings shall be held in Stockholm in Swedish. Both the arbitral proceedings and the arbitral award shall be confidential.

Signature Coor	Signature Supplier