



GENERAL PURCHASING TERMS AND CONDITIONS

Products

VERSION DECEMBER 2020

GENERAL PURCHASING TERMS AND CONDITIONS PRODUCTS

1 DEFINITIONS

<i>Agreement</i>	The written agreement executed between the Parties, of which these general purchasing terms and conditions are an integral part
<i>Coor</i>	Coor Service Management Group AB or any of its affiliates
<i>Delivery</i>	delivery of Products pursuant to the Agreement.
<i>Intellectual Property Rights - IPR</i>	shall mean any patent, registered design, copyright, design right, database right, topography right, trademark, service mark, the right to apply to register any of the aforementioned rights, trade secret, right in un-patented know-how and any other intellectual or industrial property right
<i>Party/Parties</i>	Coor and the Supplier, individually or jointly
<i>Products</i>	the products, equipment, components, material, hardware, software, and other objects which the Supplier is to deliver pursuant to the Agreement
<i>Subcontractor</i>	a company which the Supplier engages to satisfy its delivery undertaking to Coor under the Agreement
<i>Supplier</i>	the supplier specified in the parties clause to this Agreement, which is a Party to this Agreement and responsible for delivering the Products to Coor

2 APPLICABILITY OF THE TERMS AND CONDITIONS

- 2.1 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.
- 2.2 If Supplier provides services in relation to the Products such as, without limitation, installation and training, such Services shall be governed by Coors General Purchasing Terms and Conditions for Services.

3 ORDER AND 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. Both the order and the order confirmation shall be in writing.

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 and shall procure and pay for notifications and licenses which are required to perform 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 Delivery to be provided to Coor, including self-assessment, reporting of non-conformities, shall 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.
- 4.4 The Delivery shall be accompanied by safety provisions and other necessary documentation, such as installation, assembly, use and/or storage instructions. In addition, spare parts for the Products must be available during the life of the Products.

5 DELIVERY TERMS AND CONDITIONS

The delivery of goods shall be made DDP (Incoterms 2020) to the delivery address stated in Coor's purchase order.

6 EXPORT AND IMPORT

The Supplier shall be responsible for obtaining and maintaining any and all import and/or export permits necessary for the Delivery. The Supplier shall prepare all necessary documentation related to import and export of the Products.

7 RETURNS

Products included in the Supplier's catalogue range may be returned. Returned Products which are free from defects shall be credited in the amount of 100% of net invoiced prices, provided the Product is returned within one month. Products which are not included in the Supplier's catalogue range may be returned and credited where agreed in each particular case. The freight costs for the return shall be borne by Coor.

8 SUSTAINABILITY AND ETHICS

- 8.1 The Delivery shall be performed in a sustainable sound manner. The Supplier shall follow the national laws and regulations applicable to its operations and employment as well as Coor's Sustainability Requirements for Suppliers, set forth at www.coor.com/for-suppliers/.
- 8.2 Documented procedures that relate to the Health & Safety of the Delivery to be provided to Coor shall be in place.
- 8.3 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 organization or at Subcontractors. The Supplier further undertakes to comply with, and ensure, that all personnel of the Supplier and any Subcontractors who are involved in the Delivery comply with Coor's Code of Conduct for Suppliers, set forth at: www.coor.com/for-suppliers/.

9 SECURITY

- 9.1 The Supplier shall comply with, and inform its personnel about, the local security regulations applicable to the relevant worksite. Such regulations include, among other things, rules concerning identification cards, background checks, lock and key management, hot work, safety regulations, duty of confidentiality and specific regulations for "restricted areas".
- 9.2 The Supplier's personnel (and/or personnel of Subcontractors) shall carry ID card or a visitor's badge fully visible at all time when working within Coor's (or Coor's customer's) premises. Keys and key cards shall be personally signed for by Supplier's personnel and shall be handled in accordance with good security practice. Loss of keys or key cards shall be reported without delay to Coor.
- 9.3 When an employee of Supplier (or a Subcontractor) has stopped working on a worksite, the Supplier shall without delay inform Coor of the change and return all keys, key cards, certificates, visitor's badges and similar items. At the end of the Delivery, the Supplier shall procure that all such items are returned to Coor.
- 9.4 The Supplier guarantees that they have verified the actual identity for each of its personnel (and/or personnel of Subcontractors) involved in the Delivery through valid identification documents.
- 9.5 Coor's or Coor's customers goods shall not be removed from the premises without written permission.
- 9.6 Supplier's personnel shall not allow unauthorized persons access to Coor's or Coor's customer's premises.

10 DELIVERY DATE AND DELAY

- 10.1** The Delivery shall be performed within the agreed time. If the Supplier finds that Delivery cannot take place within the agreed time, the Supplier shall immediately inform Coor in writing as to when the Delivery can take place and state the reason for the changed delivery date. Such notification shall not limit the Supplier's obligations otherwise.
- 10.2** Where the Delivery fails to take place on time, the Supplier shall compensate Coor for any loss it incurs as a consequence of 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.
- 10.3** Notwithstanding Coor's right to other remedies, Coor shall be entitled to cancel the purchase due to the delivery delay to the extent the delay is material to Coor.

11 WARRANTY AND LIABILITY FOR DEFECTS, ETC.

- 11.1** The Supplier warrants that delivered Products will perform in accordance with the agreed specification and will be free from any deficiencies or defects in design, materials or workmanship during a period of two (2) years calculated as from the delivery date (the "Warranty Period"). The Parties may agree on a longer Warranty Period.
- 11.2** Coor shall notify Supplier of any breach of warranty or of any defects of deficiencies in the Products occurring during the Warranty Period. Supplier shall, at its own option and cost, repair or replace the Products without undue delay. The remedy or replacement of the Products shall be made by Supplier within a cure period of fifteen (15) calendar days. If Supplier fails to remedy the defects within the cure period, Coor shall be entitled to a price reduction for the defective or deficient Products. The price reduction shall take into account Coor's limited ability to use the defective or deficient Products for the contemplated purposes. Where Supplier remedies defects or deficiencies, or replaces Products under Supplier's warranty obligation, the remedied or replaced Products shall be subject to a new Warranty Period, corresponding to the Products' remaining warranty period, or three (3) months from such remedy or replacement, whichever time period is the longest.
- 11.3** If the Products cannot be repaired on its location, Supplier shall bear the cost for transportation to any alternative site for repair. Supplier undertakes to provide replacement of the Products for the repair period if requested by Coor.
- 11.4** If a security related vulnerability is identified in an application provided for Coor or Coor's customers, the Supplier shall, at its own expense, immediately remedy the vulnerability 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. After remediation, Supplier shall without undue delay demonstrate to Coor's satisfaction that the vulnerability has been remedied.
- 11.5** 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.

12 PRODUCT LIABILITY

In the event the Product is encumbered with a defect which causes personal injury or property damage at Coor, or which leads to a third party claim for damages against Coor due to such injury or damage, the Supplier shall hold Coor harmless.

13 INTELLECTUAL PROPERTY RIGHTS

- 13.1** Any Intellectual Property Rights owned by either Party prior to when the Agreement is entered into shall remain the property of that Party.
- 13.2** To the extent Coor's (or Coor's customer's) use of the Products requires a grant of rights, e.g., a license from the Supplier or a third party, such grant of right shall be included in the purchase and the agreed payment for the Delivery shall also include the grant of such rights.

14 IPR INFRINGEMENT

- 14.1** Supplier warrants that the Products (or the use thereof) do not infringe any existing patent, registered design, copyright or other Intellectual Property Rights owned by any third party.
- 14.2** Supplier shall, at its own expense, indemnify, defend and hold harmless Coor against any claim alleging that the Products or the use of them infringes Intellectual Property Rights of a third party.

15 LIABILITY

- 15.1** Either Party is liable for damages caused by that Party (or that Party's subcontractor), including the Party's (or that Party's subcontractor's) affiliates, employees, consultants, acts or omissions.
- 15.2** A Party's liability per occurrence is limited to the total value of the Delivery from Supplier to Coor during the 12-months period preceding the damage or EUR 1,000,000, whichever is higher.
- 15.3** The limitation of liability set out in section 15.2 above shall not apply to (i) damages caused by product liability, IPR Infringement, breach of confidentiality, breach of provisions regarding personal data protection or breach of any of the provisions under Section 8 (Sustainability and Ethics); and (ii) a Party's or Party's Subcontractor's liability for fraud, gross negligence or wilful misconduct, or liability for death or personal injury or to extent that the exclusions and limitations of liability would not be permitted under applicable laws.

16 INSURANCE

Supplier shall at all times keep in effect a general liability insurance and product liability insurance policy covering any claims for damages which Coor may be entitled to under the Agreement. The terms and conditions of the insurance shall be in line with what is customary in the industry, and the coverage limits shall not be less than one million Euro (EUR 1,000,000) 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.

17 DOCUMENTATION, PACKAGING, ETC.

- 17.1** The Supplier shall provide such documentation as referred to in section 4.4 not later than in conjunction with Delivery. Unless otherwise expressly agreed, documents shall be provided to Coor free of charge, in the language of the country to which Delivery is made.
- 17.2** Goods shall be packaged such that they withstand customary handling. The Supplier shall ensure compliance with the Ordinance on Producers' Responsibility for Packaging. The Supplier shall participate in the REPA system. The Supplier shall place packaging for the Delivery at the location indicated by the customer.

18 PRICE

- 18.1** Coor shall pay the price for the Delivery as specified in the Agreement.
- 18.2** The agreed prices are fixed, with no indexation, and pertain to a complete Delivery.
- 18.3** All prices are exclusive of VAT (but include all other taxes, charges, customs duties, etc.). VAT will, if applicable, be added on the invoices.
- 18.4** Coor shall not be liable to pay any fee or compensation other than those set out in the Agreement. Consequently, unless otherwise expressly agreed in the Agreement, the Supplier shall not be entitled to additional compensation for overtime work, per diem expenses, travel or accommodation expenses, freight cost, custom duties, invoicing fees, administrative charges, insurance cost, etc.

19 INVOICING AND PAYMENT TERMS

- 19.1** Invoices with respect to the Delivery shall be issued on a monthly basis in arrears. Invoicing may not take place until the first business day of the month after Delivery has taken place and at the latest within two months thereafter. If Supplier fails

to send the invoice within that time period, Supplier loses its right to remuneration for the relevant Delivery.

- 19.2** The invoice shall be sent to the Coor company that entered into the relevant Agreement and/or placed the order in respect of the Delivery. Invoicing addresses for the Coor companies are set forth at www.coor.com.
- 19.3** The invoice shall contain the information which follows from the instructions regarding the content of invoices as set forth at www.coor.com. In the event the Supplier fails to provide the agreed information in an invoice pursuant to the foregoing, Coor shall be entitled to return the invoice to the Supplier, and request a new invoice containing the correct information and a new due date. No reminder fees or collection fees shall be payable where the invoice is returned due to incomplete information. Debit invoices and credit invoices must be separate documents.
- 19.4** Payment shall – if not longer payment terms have been agreed in the Agreement - be made within sixty (60) days after Coor receives a correct invoice, provided that the Supplier has delivered the Products in accordance with the Agreement.
- 19.5** 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.
- 19.6** 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, no later than five working days prior to collection notice (*Sw. inkassokrav*) is sent, contact the person responsible for this Agreement within Coor's sourcing group and inform about the late payment.
- 19.7** Unless otherwise agreed in the Agreement, the Supplier undertakes to provide all invoices in electronic form. The Supplier's expenses for implementing electronic invoicing shall be borne by the Supplier

20 CONFIDENTIALITY

- 20.1** The Supplier undertakes not to disclose to any third-party Confidential Information received from Coor, other companies in Coor's corporate group, its customers or its subcontractors, or information 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.
- 20.2** "Confidential Information" 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 lawfully came to the Supplier's knowledge 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 received from a third party who is lawfully entitled to possess such Confidential Information and is not bound by any duty of confidentiality in respect of the information.
- 20.3** At Coor's written request, the Supplier shall return or destroy any and all documentation and other material which the Supplier has received from Coor and shall provide written confirmation that all Confidential Information has been returned or destroyed.
- 20.4** The Supplier undertakes to procure that employees, consultants and board members of the Supplier and Subcontractors do not disclose Confidential Information to third parties. The Supplier shall also procure that any employees, consultants and board members of the Supplier or Subcontractors who may be assumed to come into contact with Confidential Information are bound by an undertaking to keep such information confidential to the same extent as the Parties under this confidentiality undertaking.
- 20.5** In the event of a breach of the provisions of this confidentiality undertaking, the Supplier shall upon demand pay Coor liquidated damages in the amount of EUR five thousand (5,000)

in each individual case. Notwithstanding any contractual liquidated damages, Coor's shall be entitled to demand compensation in full for the loss it incurred as a result of the breach of the undertaking.

- 20.6** The confidentiality undertakings pursuant to this section 20 shall remain binding for a period of five (5) years after termination of the Agreement.

21 AUDIT

- 21.1** Coor shall be entitled to perform audits at Supplier's premises or sites and/or at Coor's premises or sites regarding Supplier's proper fulfilment of the Agreement as regards pricing and invoicing, quantity and quality of the Delivery and related processes, confidential information, security requirements, Personal Data protection and the sustainability requirements. Such audit shall be performed, subject to advance notice of five (5) business days.
- 21.2** Coor shall be entitled to perform short-notice audits with three (3) hours' prior notice if a distinct incident has given rise to ground for suspicion of Supplier's breach of security requirements, Personal Data protection or the sustainability requirements.
- 21.3** Audit may only be carried out either by Coor's staff or by professional third party contracted by Coor, provided that the contracted third party has entered into confidentiality undertakings reasonably acceptable to Supplier. Audit must take place during regular business hours and shall be carried out with the intention to avoid interruption of Supplier's business.
- 21.4** Coor shall bear its own costs for audits, unless the audit identifies a breach of the Agreement by Supplier, which is not insignificant, in which case Supplier shall bear Coor's cost for the audit. Supplier shall always bear Supplier's cost for audits.
- 21.5** The right to perform audits shall also include a right to receive relevant information upon request and without Coor's staff being physically present at Supplier's site.

22 PUBLICITY AND MARKETING

The Supplier may not use Coor's (or Coor's customers') company name or trademarks, or otherwise refer to Coor (or Coor's customers') 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.

23 FORCE MAJEURE

- 23.1** Neither Party shall be held liable or deemed in breach of the Agreement for any failure of or delay in performance of its obligations to the extent that and for so long as such performance is prevented or delayed by causes beyond its reasonable control which such party could not reasonably have provided against before entering into the Agreement, and which, having arisen, such party could not reasonably have avoided or overcome ("Force Majeure"). Force Majeure includes exceptional events or circumstances of the kind listed below provided that the conditions above are satisfied: war, civil war, armed conflict or terrorism or natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity and defects or delays in deliveries by subcontractors if caused by any circumstance referred to in this Section.
- 23.2** The Party whose performance is prevented or delayed due to Force Majeure shall promptly inform the other party of the occurrence of any such event and such party shall use all reasonable efforts to avoid the effect of such event and to mitigate damages to the extent possible. Upon termination of such event, the prevented party shall resume performance of the Agreement.
- 23.3** Where a Party is prevented from performing its obligations under the Agreement due to an event referred to above for a period of time exceeding one (1) month, the other Party shall be entitled to terminate the Agreement which such Party is unable to perform due to an event stated in section 23.1 above

with immediate effect and without either Party being under an obligation to pay compensation.

24 TERMINATION

- 24.1** Coor shall be entitled to terminate the Agreement, or any part 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 Products delivered up to the date of termination of the Agreement.
- 24.2** 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 10.3, the terminating party shall also be entitled to compensation for loss incurred.
- 24.3** Where a customer to Coor terminates an agreement with Coor due to acts or omissions by the Supplier, Coor shall also be entitled to terminate relevant Agreements with the Supplier with immediate effect.
- 24.4** In the event of the termination of the Agreement, irrespective of the grounds for such termination, the Supplier undertakes – if requested by Coor, to a reasonable extent and free of charge, to aid and assist Coor to ensure a smooth transition and replacement of supplier, including making available to Coor (at no extra cost) all relevant data and documentation regarding the Delivery (including, but not limited to, data which the Supplier has stored in its systems) in the manner desired by Coor.
- 24.5** The Supplier shall also otherwise endeavor to ensure that, during the transition stage, the business can be maintained at an acceptable level even where this entails action after the Agreement has terminated, such as providing Coor or another supplier with critical expertise during a transition period. However, the Supplier shall not be required to take such action following termination of the Agreement unless Coor undertakes to compensate the Supplier based on the principles stated in the Agreement.
- 24.6** The Supplier shall provide any reasonable information and specifications requested by Coor for the purpose of use in any tender documentation for the continuation of the management of the business.

25 OTHER PROVISIONS

- 25.1** Neither Party may assign the Agreement or part thereof to any third party without the other Party's written consent, provided that Coor may assign this Agreement, a Sub Agreement, or parts thereof, to another company in its group.
- 25.2** The Agreement shall, in all respects, be governed by Swedish law.
- 25.3** 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 EUR 100,000; where the amount in dispute is EUR 100,000 or greater, the Arbitration Rules shall apply. Where the amount in dispute is greater than EUR 100,000 but less than EUR 1,000,000 the arbitral tribunal shall comprise one arbitrator. Where the amount in dispute is EUR 1,000,000 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 English. Both the arbitral proceedings and the arbitral award shall be confidential.

SIGNATURE COOR	SIGNATURE SUPPLIER
Date:	Date: