

**ELEMENT MATERIALS TECHNOLOGY
PURCHASING TERMS AND CONDITIONS (SWEDEN)**

1. Scope

- 1.1 These purchasing terms and conditions shall apply for all sale and purchase of Goods and/or Services from the Supplier to the Buyer.
- 1.2 These Conditions, the Order and where applicable specifically agreed additional terms of the sale and purchase of Goods and/or Services shall constitute the Agreement between the Parties. No terms and conditions, price list or other document of the Supplier shall be applicable between the Parties. For the avoidance of misunderstanding, no other terms that the Supplier seeks to impose (for example through reference in an order acceptance and/or invoice regarding Goods and/or Services) shall apply between the Parties, unless expressly accepted in writing by the Buyer.
- 1.3 If the Parties, in a separate written Agreement document regarding the sale and purchase of Goods and/or Services, have agreed upon terms that deviate from what is set forth in these Conditions, the provisions of such specific Agreement document shall however prevail, to the extent otherwise agreed.

2. Definitions

- 2.1 The following terms and expressions shall, whether used in singular or plural, have the meaning set forth below when used with a capital initial letter in the Agreement.

"Agreement" means the agreement (incorporating these Conditions and the Order) made between the Buyer and the Supplier for the sale and purchase of the Goods and/or the Services.

"Buyer" means the Element Materials Technology group legal entity purchasing the Goods and/or Services from the Supplier.

"Conditions" means the general purchasing terms and conditions set forth in this document.

"Confidential Information" means any information – regardless of in which form such information is provided; orally, in writing, electronically, documented on data media or in any other form – that concerns any of the Buyer's or Buyer's group company's Intellectual Property Rights, customers, purchase prices, planned campaigns and any other information that the Supplier receives from the Buyer or otherwise that the Buyer has indicated as confidential or that otherwise must be considered to be of confidential nature. As Confidential Information shall however not be considered (i) information, that the Supplier can show legally has come to the Supplier's knowledge before the disclosure and/or use of the information, (ii) information that is commonly known or becomes common knowledge and this is not due to the Supplier's breach of this Conditions or the Agreement; or (iii) information, that the Supplier has received from a third party legally entitled to possess such Confidential Information and not bound by any undertaking of confidentiality in relation to the Buyer or any group company of the Buyer.

"Goods" means the goods or other materials stated on the Order and any in the Buyer's reasonable opinion necessary ancillary goods or materials.

"Intellectual Property Rights" means know-how, innovations, inventions, patents (including patent applications), research, trademarks (including applications), copyright including any software, design (including

applications), and any other intellectual property, drawings, specifications, prototypes, processes and the ideas and concepts for the just mentioned rights.

"Order" means the Buyer's order for the Goods and/or the Services from the Supplier.

"Party" and/or the **"Parties"** means the Buyer and the Supplier, individually and jointly.

"Services" means the services stated on the Order and any in the Buyer's reasonable opinion necessary ancillary services.

"Supplier" means the supplier indicated in the Order that shall deliver Goods and/or Services to the Buyer under the Agreement.

"Supplier's Warranties" means those warranties as set out in sections 8.1, 8.2, 8.3 and 13.1 below and such additional warranties which may have been agreed upon in the Agreement.

3. Order and order confirmation

- 3.1 The Order constitutes an offer from the Buyer to purchase Goods and/or Services from the Supplier in accordance with these Conditions. The Order shall be deemed to be accepted by and binding upon the Supplier on the earlier of;

3.1.1 the Supplier issuing written acceptance of the Order; or

3.1.2 any act by the Supplier consistent with fulfilling or accepting the Order.

4. Delivery of goods/provision of Services

- 4.1 The Supplier shall deliver the Goods and/or complete the provision of the Services on the delivery or completion date(s) stated on the Order. If no such dates are specified, delivery of the Goods and/or completion of the Services will be made within 28 days from the date of the Order or by such earlier or later date as may be agreed by the Buyer and the Supplier in writing. Time for delivery of the Goods and/or completion of the Services shall be of the essence of the Agreement.

4.2 Delivery of the Goods and provision of the Services to the Buyer shall be made at the place(s) specified in the Order. If no such place(s) is/are specified, delivery shall be made DDP (INCOTERMS 2020) to the Buyer's premises from which the Order is dispatched.

4.3 Delivery of the Goods and provision of the Services to the Buyer shall be made using the method(s) specified on the Order or, if none specified, using such method as accords with best accepted industry practices or as otherwise agreed between the Parties.

4.4 The Supplier shall deliver the quantity of goods stated on the Order. The Buyer may at its discretion accept a quantity variation and pay pro-rata for the actual quantity delivered.

4.5 The Goods shall be properly packed and stored during transit so as to reach their destination in an undamaged condition. All containers and other packaging shall be included in the price and non-returnable unless otherwise stated on the Order or otherwise agreed between the Parties.

4.6 The Supplier shall at its own cost obtain and comply with any necessary export/import licenses, permits or consents (including work permits, consents and other official authorizations) for the supply and delivery of the Goods or provision of the Services.

4.7 The Buyer or its representatives shall have the right but not the obligation to inspect and test the Goods and inspect the provision of the Services, and the Supplier irrevocably grants the Buyer the right to enter its premises for these purposes. No inspection or testing shall imply any acceptance by the Buyer with regard to the delivery of Goods and/or the provision of Services and the Buyer's right to inspect and to notify any defects and/or deviations are maintained.

4.8 If as a result of such inspection or testing set forth in section 4.7 the Buyer is not satisfied that the Goods or the Services comply with the Agreement, the Buyer may reject all Goods (and, if applicable, Services) in such delivery. In such situation, the Supplier shall take all necessary steps to ensure compliance with the Agreement in relation to the delivery of Goods and/or provision of Services.

5. Changes and cancellations

5.1 The Buyer may at any time make changes in writing relating to the Order including changes in the specification of the Goods and/ or Services, the method of performance of the Services, quantities, packaging or time or place of delivery of the Goods or performance of the Services. If such changes result in an increased or decreased cost of, or time required for, the delivery of the Goods and/or the performance of the Services, an equitable adjustment shall be made to the price and/or the schedule for the delivery of the Goods or the performance of the Services. Any claim for adjustment by the Supplier must be approved by the Buyer in writing before the Supplier proceeds with such changes.

5.2 The Buyer shall be entitled to cancel the Order in whole or in part by giving notice to the Supplier at any time prior to delivery of the Goods or performance of the Services, in which event the Supplier immediately shall cease its work regarding cancelled Goods and/or (if applicable) Services. Buyer's sole liability shall be to pay to the Supplier fair and reasonable compensation for work-in-progress regarding the specific Order at the time of cancellation but such compensation shall not include loss of income, loss of anticipated profits or any consequential loss.

6. Price and payment

6.1 Unless otherwise stated on the Order the price for the Goods and/or the Services is exclusive of VAT but inclusive of all other duties, fees or taxes, cost of insurance, delivery, carriage, packing or provision to the Buyer, and shall not be subject to adjustment without the Buyer's prior written consent.

6.2 If no price is stated on the Order, a price shall be agreed in writing with the Buyer before the Order is acted upon by the Supplier.

6.3 In order for the Buyer to be under obligation to pay The Supplier's invoice, the invoice must show the following information: Order number, VAT rate, amount of VAT charged and the Supplier's VAT registration number. Unless otherwise stated on the Order, payment shall be due from the Buyer sixty (60) days from the date of Buyer's receipt of the invoice from the Supplier. The Supplier may not invoice the Buyer until delivery of the Goods to the Buyer or completion of the Services is made (as the case may be), unless otherwise stated on the Order.

6.4 Payment by the Buyer shall be without prejudice to any claims or rights, which the Buyer may have against the Supplier and shall not constitute any admission by the Buyer as to satisfaction of the Supplier's obligations under the Agreement, including the delivery of Good and/or provision of the Services. The Buyer may withhold payment of any sums due under the Agreement in the event of any dispute with or claim against the Supplier.

6.5 The Buyer may, by notice in writing to the Supplier, set off any or all of the monies owing by the Buyer to the Supplier for the Goods or the Services against any amount owing from the Supplier to the Buyer or a group company of the Buyer (without prejudice to any other remedies of the Buyer in respect of any default by the Supplier).

7. Risk and title

7.1 Risk in and title to the Goods shall pass to the Buyer on delivery to the Buyer at the place specified in the Order (or, if applicable, on receipt of the Goods by the Buyer's carriers) provided that where the Goods are transferred to the Buyer in order to be incorporated in the Buyer's property in connection with delivery of the Services, risk and title shall pass to the Buyer on substantial incorporation into or onto the premises or the property of the Buyer or on completion of the Services (whichever is earlier).

7.2 Where the Buyer supplies to the Supplier materials, equipment, tools, drawings, design, specifications, data and/or other assets ("Buyer Materials") for use in the manufacture of the Goods for supply to the Buyer and/or provision of the Services under the Agreement, such Buyer Materials shall at all times remain in the ownership of the Buyer but shall be at the Supplier's risk from point of receipt by the Supplier. The Supplier shall only use such Buyer Materials for the purpose of manufacturing the Goods or for provision of the Services under the Agreement, shall not subject such materials and/or equipment to any disposal, loan, charge, lien or encumbrance other than in accordance with the Buyer's written instructions or authorisation.

7.3 The Supplier undertakes to at all times keep Buyer Materials equipment separate and clearly identified as the Buyer's property. The Supplier shall hold all Buyer Materials in safe custody at its own risk, and maintain the Buyer Materials in good condition until actually returned to the Buyer, at which time the risk for loss and destruction of the Buyer Materials shall return to the Buyer.

7.4 The Supplier shall ensure that the Buyer Materials at all time are insured (with a well reputable insurer) against theft, loss and destruction at full market value.

8. Warranty and liabilities

8.1 In the case of the Goods the Supplier warrants to the Buyer that:

8.1.1 the Goods as delivered comply with the Agreement and all specifications and/or drawings supplied by the Buyer to the Supplier or, if no specifications, drawings or similar documents has been provided by the Buyer to the Supplier, with the Supplier's standard specifications and, where applicable, with any description or sample;

8.1.2 the Supplier shall, where applicable, at its own risk hold in custody and treat with the highest degree of care and skill accepted within the trade, all Buyer Materials provided to the Supplier for or in connection with the supply of the Goods;

- 8.1.3 the Goods are of satisfactory quality, meaning that they do not deviate from the Agreement or the Order in a manner which constitutes a defect in accordance with 17 – 19 §§ Sales of Goods Act (1990:931) (Sw. Köplagen), and do not have any defects with regard to design, materials and workmanship and are fit for any purpose held out by the Supplier or specified by the Buyer or as may be reasonably inferred from the Agreement or dealings between the parties in connection with the Agreement and;
- 8.1.4 the Goods comply with all applicable laws, standards and regulations (and with any collection, quantity or other requirements stated on the Order) concerning the manufacture, packaging, labeling, storage, handling and delivery of the Goods, and with all Health and Safety and environmental regulations, Swedish, European and other applicable standards and with best accepted industry standards.
- 8.2 In the case of the Services the Supplier warrants to the Buyer that:
- 8.2.1 the Services shall, on completion of their provision to the Buyer, comply with the Agreement and the agreed specification or, if no agreed specification, with the Supplier's standard specification and with any description or demonstration;
- 8.2.2 the Services shall be provided with the highest standards of care, skill and workmanship accepted within the trade and the Supplier shall hold in safe custody at its own risk and treat with the highest degree of care and skill accepted within the trade all Buyer Materials (if any) provided to the Supplier for or in connection with the provision of the Services;
- 8.2.3 it shall use personnel who are suitably competent, skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Agreement;
- 8.2.4 it shall use the best quality goods, materials, standards and techniques, and ensure that the deliverables and all goods and materials supplied and used in the Services or otherwise transferred to the Buyer, as well as provided Services, will be free from deviations and defects in workmanship, installation and design;
- 8.2.5 the Services shall be provided in accordance with all applicable standards, regulations and/or legal requirements, all relevant European and Swedish standards, and best accepted industry practices; and
- 8.2.6 in the case of the Services provided on or at premises of the Buyer, the Supplier shall comply with all relevant and applicable Buyer policies (including health and safety policies and physical, systems, privacy- and information security policies) and with the Buyer's site regulations in force from time to time and with other reasonable requests of the Buyer.
- 8.3 If not otherwise set out in the Order or the Agreement, the Supplier's Warranties according to sections 8.1 - 8.2 (including subsections) shall apply from the Supplier's delivery (Goods)/ accepted provision (Services) of the relevant Goods and/or Services and for a period of twenty-four (24) months thereafter. In case of partial or successive delivery, the warranty period in this section 8.3 shall apply as from the delivery/acceptance (as the case may be) of such partial delivery.
- 8.4 The Supplier warrants that it shall not do or omit to do anything which may cause the Buyer to lose any license, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Buyer may rely or act on the Services.
- 8.5 If the Buyer finds that the Goods and/or the Services (or any of them), fully or partly, fail to comply with any of the Supplier's Warranties (however slight the breach and the consequence of the breach) and/or if the delivery of an Order is delayed, the Buyer may (at its own choice), by giving notice to the Supplier:
- 8.5.1 reject and/or return any of the Goods or any part thereof (including any or all of the Goods not affected by such failure to comply), and/or require the immediate refund of any monies already paid and/or cancel the Order (irrespective of if such Goods have been resold or otherwise distributed or disposed of by the Buyer);
- 8.5.2 refuse any further delivery of any Goods or the further provision of any Services from the Supplier (under the Agreement as well as, if applicable, under any other agreement or understanding between the Parties);
- 8.5.3 require the Supplier (free of charge) to repair the Goods or deliver substitute goods or re-perform the Services to the Buyer's satisfaction (in either case within 30 days). Any demand to repair, replace or re-perform shall not prevent the Buyer rejecting the Goods and/or the Services if the Supplier fails to comply or if the making good, repair or re-performance is unsatisfactory. Any substitute goods or re-performed Services shall comply in all respects with the Supplier's Warranties; and/or
- 8.5.4 (by itself or through arrangements with a third party) make good, modify repair or otherwise correct the Goods or re-perform the Services at the Supplier's cost. The Supplier shall immediately on the Buyer's demand reimburse the Buyer its costs and expenses of such making good, modification, repair, correction or re-performance in order to rectify the faults and/or deviations.
- 8.6 The Goods which are alleged not to comply with the Supplier's Warranties shall as far as (in the Buyer's opinion) practicable be preserved by the Buyer for inspection by the Supplier (provided that the Supplier inspects the Goods within 14 days of being notified of the alleged defect/deviation by the Buyer), and shall, if reasonably practicable, be returned to the Supplier at the Supplier's cost.
- 8.7 The Supplier shall maintain customary liability- and product liability insurance to cover the Supplier's potential liability against the Buyer under this Agreement. The Supplier shall, at the Buyer's request, provide the Buyer with a copy of its insurance letter to the Buyer to show compliance with this section 8.7. If the Supplier's insurance coverage is deemed to be insufficient and/or inadequate (in the Buyer's reasonable opinion) and the Supplier does not provide evidence of sufficient and adequate insurance coverage within ten (10) days of the Buyer's request thereof, the Buyer may terminate this Agreement with immediate effect.

9. Force Majeure

9.1 The Buyer has the right to, without any liability towards the Supplier, defer the date of delivery or payment, cancel the Order, and/or otherwise vary the Agreement if it is prevented from or delayed in the carrying on of its business (or if completion would be unreasonably burdensome) through any circumstances beyond its reasonable control (including acts of God, industrial conflict, war, fire, epidemic/pandemic, breakdown of plant or machinery, extensive disturbance or interruption of data- and/or telecommunications, unavailability of fuel or power, flood, storm, tempest, explosion and national emergencies).

10. Intellectual Property Rights

10.1 All Intellectual Property Rights to design, drawings, copies, specifications and other material or documentation produced by the Buyer and used by the Supplier in the delivery of Goods and/or Services under this Agreement (including but not limited to Buyer Materials) and/or Intellectual Property Rights that in part or in full has been produced by the Supplier in accordance with the Buyer's instructions and/or using Intellectual Property Rights of the Buyer shall remain or become the Buyer's property (as the case may be) from its creation, including the right for the Buyer to develop, modify, reproduce, grant, license, transfer and in other ways freely make any kind of disposition regarding the Intellectual Property Right.

10.2 The Supplier undertakes, on request from the Buyer and at no cost to the Buyer to execute or procure the execution of (as the case may be) such documentation, authorisation or declarations as may be reasonably required to vest full right, title and interests in the rights concerned in the Buyer.

10.3 The Supplier shall not use or allow to be used in any manner not approved by the Buyer, any trademarks, trade names or other Intellectual Property Rights required by the Buyer to be applied or used by the Supplier in relation to the Goods or the Services. The Supplier shall not do or authorise any third party to do any act which would or might invalidate or be inconsistent with any Intellectual Property Rights of the Buyer and shall not omit or authorise any third party to omit to do any act, which may or will have that effect.

11. Confidentiality

11.1 The Supplier undertakes, without limitation in time, not to use or to any third party disclose any Confidential Information received from the Buyer, any group company of the Buyer and/or any employee and/or representative of the Buyer or a group company.

11.2 The Supplier shall restrict disclosure of such Confidential Information to such of its employees, agents or representatives as need to know it for the purpose of performing the Supplier's obligations under the Agreement, and shall ensure that such employees, agents or other representatives are subject to obligations of confidentiality corresponding to the confidentiality undertaking set forth in this section 11 and otherwise according to this Agreement.

12. Data Protection

12.1 For the purposes of this section 12, "Data Protection Laws" shall mean the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("GDPR") and, as applicable, from time to time applicable data protection legislation, regulations, directives or recommendations issued by a competent data protection authority, the European Data Protection Board, and/or other

competent organs and any other of EU:s data protection regulations. "Process/Processing/Processed", "Controller", "Processor", "Data Subject", "Personal Data" and "Personal Data Breach" shall have the same meanings as in the GDPR.

12.2 The Supplier agrees not to provide or otherwise make available Personal Data to the Buyer, other than business contact information (for example, business telephone number and email address and job title of the contact person with the Supplier), unless otherwise required for the provision of the Services, in which case such additional Personal Data shall be specifically identified in advance by the Supplier and agreed to in writing by the Buyer.

12.3 In exercising its rights and performing its obligations under the Agreement, the Supplier shall at all times comply with all Data Protection Laws. To the extent that any Personal Data is processed by the Supplier, the Supplier shall: (i) not Process any Personal Data or disclose or permit the disclosure of the Personal Data to any third party other than in accordance with the documented instructions from the Buyer (which shall unless otherwise agreed be to process Personal Data as necessary to provide the Services pursuant to the terms of this Agreement and in accordance with the Data Protection Laws), unless otherwise required by a law to which the Supplier is subject, provided that in such a case the Supplier shall inform the Buyer of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest; (ii) take all appropriate technical and organizational measures against unauthorized or unlawful processing of such Personal Data and against accidental loss or destruction of, or damage to, such Personal Data, such measures to comply with Article 32 of the GDPR and to take into account and be appropriate to the state of the art, nature, scope, context and purposes of processing and risk of harm which might result from unauthorized or unlawful processing or accidental loss, destruction or damage to Personal Data; (iii) not transfer the Personal Data to any country outside the European Economic Area without the prior written consent of the Buyer, and in any event, without a proper data transfer agreement; (iv) ensure that its employees who may have access to the Personal Data are subject to appropriate confidentiality obligations or undertakings; (v) implement appropriate organizational and technical measures to assist the Buyer in meeting its obligations in relation to Articles 33 to 36 of the GDPR taking into account the nature of processing; (vi) not authorize any sub-contractor to process the Personal Data ("Sub-processor") other than with the prior written consent of the Buyer, which consent shall be conditional on the Supplier ensuring compliance with Articles 28(2) and 28(4) of the GDPR; and (vii) cease Processing the Personal Data within ninety (90) days upon the termination or expiry of this Agreement or, if sooner, the Service to which it relates and as soon as possible thereafter (at the Buyer's option), either return, or securely wipe from its systems, the Personal Data and any copies of it or of the information it contains, other than to the extent that, and for so long as, the Supplier is required to retain the Personal Data due to a legal or regulatory requirement.

12.4 If the Buyer receives a request from a Data Subject to exercise any of its rights pursuant to Chapter III of the GDPR, the Supplier shall notify the Buyer as soon as reasonably practicable and shall implement and maintain appropriate measures and provide all such assistance as the Buyer may reasonably require to enable the Buyer to timeously comply with the subject access request.

12.5 The Supplier shall notify the Buyer promptly and without undue delay (and in any event within 24 hours upon

becoming aware) of a Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the Buyer with sufficient information and in a timescale which allows the Buyer to meet any obligations to report a Personal Data Breach under the Data Protection Laws and shall take such steps as are directed by the Buyer (acting reasonably) to assist in the investigation, mitigation and remediation of such Personal Data Breach.

- 12.6 The Supplier shall make available to the Buyer such further information and (as applicable) allow for and contribute to any audit or review exercise, conducted by the Buyer or an auditor mandated by the Buyer to provide assurance that the Supplier is in compliance with the obligations set out in this section 12, provided always that this requirement shall not oblige the Supplier to provide or permit access to information concerning: (i) the Supplier's internal pricing information; or (ii) information relating to other clients of the Supplier (save where mandated or required by a supervisory data protection authority).
- 12.7 The Supplier must immediately inform the Buyer if, in its opinion, an instruction provided by the Buyer pursuant to this Agreement infringes the GDPR or other EU or Member State data protection provisions.
- 12.8 The subject matter, and the purpose, of Processing under this Agreement is the provision of Services set out herein and such Processing may take place throughout the period during which such Services are provided, subject to section 12.3. The nature of the Processing shall be those Processing operations that are necessary to enable the Supplier to provide the Services, which may be more particularly described in this Agreement. This Processing shall be in relation to the Buyer's customers and/or employees (as appropriate) and may include, without limitation, names, contact details and identity information. The Buyer may make reasonable amendments to this section 12 by written notice to the Supplier from time to time as the Buyer reasonably considers necessary to meet the requirements of Article 28(3) GDPR.

13. Anti-corruption, ethics

- 13.1 The Supplier undertakes to comply with all applicable conventions, laws, regulations, codes and industry standards regarding anti-bribery and anti-corruption and the Supplier warrants to the Buyer that the Supplier will not do, nor omit to do, any act that will lead to the Buyer being in breach of any applicable conventions, laws, regulations, codes and established industry standards regarding anti-bribery and anti-corruption. The Supplier shall (if and to the extent applicable) comply with the Buyer's anti-corruption policies as may be notified to the Supplier and updated from time to time. The Supplier shall promptly report to the Buyer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Agreement.
- 13.2 The Supplier shall further, in all other aspects, carry out its business in a manner compatible with best practices. The Supplier shall, within its business, take measures to ensure that occurrences such as child labor, human trafficking and actions in breach of general environmental protection regulation will not occur, whether in the Supplier's business or in a subcontractor's business, and in accordance with the Buyer's Code of Conduct as applicable from time to time. The Supplier shall immediately report to the Buyer any suspected or established breach to this section 13.2 (irrespective of whether such act has taken place within the Supplier's organization or within the organization of a subcontractor or partner of the Supplier).

14. Indemnity

- 14.1 The Supplier shall indemnify and hold the Buyer harmless against any direct, indirect or consequential losses, damages, proceedings, liabilities, claims, costs and expenses (including legal expenses on a full indemnity basis) which may be suffered or incurred by the Buyer as a result of or arising out of or in connection with:
- 14.1.1 any Goods and/or Services failing to comply with any of the Supplier's Warranties;
- 14.1.2 any Goods and/or Services otherwise being defective or failing to comply with any applicable laws or regulations;
- 14.1.3 any late or incomplete delivery of the Goods or performance of the Services by the Supplier;
- 14.1.4 any other breach of the Agreement by the Supplier or any negligent act of the Supplier, its employees, agents or Subcontractors (whether or not causing or contributing to death and/or personal injury);
- 14.1.5 any claim made against the Buyer, its employees or representatives (including agents and distributors) in respect of any liability, loss, damage, cost or expense by any customer or third party to the extent that such liability, loss, damage, cost or expense was caused by, relates to or arises from the Goods and/or the Services; or
- 14.1.6 any actual or alleged infringement by the Supplier of the rights of a third party or the Buyer under any Intellectual Property Right.

15. Termination of the Agreement

- 15.1 The Buyer may terminate the Agreement forthwith and/or suspend the whole or any outstanding part of the Order by written notice to the Supplier if:
- 15.1.1 the Supplier fails to deliver or dispatch the Goods or commence or complete the Services on the date or within the period (as the case may be) required under section 4.1;
- 15.1.2 the Supplier breaches any other term of the Agreement;
- 15.1.3 the Supplier is unable to pay its debts as they fall due, ceases (or threatens to cease) to carry on its business, enters into any arrangement or composition with its creditors, commits any act of bankruptcy or an order is made or an effective resolution is passed for its winding up, or if a petition is presented to court, or if the Supplier submits an application for a company reorganization or composition or similar, or if a bankruptcy receiver is appointed in respect of all or part of the Supplier's assets; or
- 15.1.4 the Buyer has reasonable grounds to suspect that an event in section 15.1.3 has occurred or will occur, or that the Supplier will not deliver the Goods or provide the Services in accordance with the Agreement.

16. Consequences of termination

- 16.1 Upon expiration of the Agreement, the Supplier shall without undue delay cease to use and return to the Buyer all material, information and other assets belonging to the

Buyer, including Buyer Materials and any Intellectual Property Rights of the Buyer. If and to the extent Goods or, if applicable, existing parts thereof, including underlying documentation, calculations, databases, drawings and other material (irrespective of degree of completion, format, contents and disposal site) has not yet been delivered to the Buyer, the Goods shall, in existing format and extent, be delivered by the Supplier to the Buyer at the latest upon expiry of this Agreement.

16.2 If and to the extent the Supplier does not adhere to what is set forth in section 16.1, the Buyer reserves the right to enter the Supplier's premises in order to collect such materials and property that belongs to the Buyer and that is set forth in section 16.1.

16.3 The Supplier undertakes not to exercise any potential right to retain Goods, Services, or materials to deliver the aforementioned or any Buyer Materials and the Supplier thus waives its right to pursue any retention, detention or other similar right.

17. Miscellaneous

17.1 The headings in these Conditions are for convenience only and shall not affect their interpretation.

17.2 The word "including" will be construed so that it does not limit the general effect of the words which precede it and so that any examples that are given are not to be exclusive or limiting examples of the matters in question.

17.3 Nothing in this Agreement shall create or be deemed to create a partnership between the Parties.

17.4 The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Agreement without the prior written consent of the Buyer.

17.5 Any provision of these Conditions which is held by a competent authority to be invalid, void, voidable, unenforceable or unreasonable (in whole or in part) shall to the extent of such invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the other provisions of these Conditions and the remainder of such provision shall not be affected.

17.6 Notices must be in writing to the Buyer's or the Supplier's address as set forth in the Agreement (or as changed in according with this section) and may be delivered by hand, registered letter, or by electronic mail. The notice shall be deemed delivered: (i) if delivered by hand, upon delivery, (ii) if sent by registered letter, two (2) days after the two days from delivery to the postal service, (iii) if delivered by electronic mail, the notice will be deemed delivered at the time of transmission.

17.7 The Buyer may, for the avoidance of misunderstanding, freely without limitations sell the Goods within and outside of Sweden, to companies within the Buyer's company group and/or a third party within or outside of Sweden.

17.8 No failure or delay by the Buyer to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or of some other right, power or remedy. No remedy for the Buyer conferred by any of the provisions of the Agreement is intended to be exclusive of any other remedy, and every remedy will be cumulative and in addition to every other remedy.

17.9 The provisions of these Conditions which expressly or impliedly have effect after termination of the Agreement shall continue to be enforceable notwithstanding termination (including sections 10, 11, 13, 14 and 16).

17.10 The Parties are aware that no terms or conditions in this Agreement implies any right or obligation for any third party that is not a Party to this Agreement.

18. Governing law and dispute resolution

18.1 This Agreement including these Conditions shall be construed in accordance with and be governed by the substantive laws of Sweden.

18.2 Any dispute arising out of or in connection with this Agreement including these Conditions shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce (the Institute). The Institute's Rules for Expedited Arbitrations shall apply unless the Institute, in consideration of the complexity of the case, the value of the claim, and other circumstances determines that the Arbitration Rules shall apply to the proceedings. In the latter case, the Institute shall also determine whether the arbitration board shall be composed of one or three arbitrators. The place of arbitration shall be in Linköping.

18.3 Confidentiality in accordance with section 11 above shall apply to (i) information that arbitration is taking place or has been taking place between the Parties, of such nature that Party can be identified (ii) pleadings in the arbitration as well as oral statements before the arbitration board and (iii) the arbitral award, to the extent there is a risk that a Party can be identified. A Party requesting execution of the arbitral award shall however, to the extent necessary, be exempted from the confidentiality obligation in relation to the executive authority.