

WINTZELL & FRIED GENERAL TERMS AND CONDITIONS FOR PURCHASE

These General Terms and Conditions for Purchase (the “Terms”) shall apply to all purchases and orders from Wintzell & Fried AB (“Wintzell”). The Terms apply to and are incorporated into that offer, quotation, confirmation, or agreement (“Purchase Agreement”) to which they are attached. In case of discrepancy between the Purchase Agreement or thereto related documents and these Terms, these Terms shall prevail. Any terms or conditions submitted by you (“Supplier”) to Wintzell which are inconsistent with, different than, or additional to these Terms, are hereby rejected.

1. Definitions

Unless the context or the circumstances obviously require otherwise, the following words and concepts shall be deemed to have the meanings as stated below.

Order – means a purchase order from Wintzell in respect of purchase of the Products.

Products – The products ordered by Wintzell which are subject for purchase and delivery under the Purchase Agreement and these Terms.

Purchase Agreement – The Agreement between Wintzell and the Supplier for the purchase of Products from the Supplier in accordance with Section 2.1 below.

Specification – The specification of the ordered Products including if applicable Technical Data Sheets (TDS), samples and concurrent Certificate of Analysis (CoA).

Supplier – means the party to a Purchase Agreement that supplies, or is intended to supply, Products to Wintzell.

Terms – These General Terms and Conditions for Purchase.

Wintzell – Wintzell & Fried AB, 556235-8878.

2. Order of Products and conclusion of Purchase Agreement

2.1 A Purchase Agreement is concluded between Wintzell and the Supplier when Wintzell has issued an Order to the Supplier and the Supplier has accepted such Order. The Supplier shall be deemed to have accepted the Order at the earlier of (i) the Supplier notifying Wintzell of its acceptance; (ii) the Supplier beginning performance pursuant to the Order; or (iii) ten (10) working days after Wintzell's issued Order unless the Supplier has expressly rejected the Order.

3. Conformity with Order

3.1 The Supplier shall supply Products in accordance with the Specifications and terms of the Order and the Purchase Agreement.

3.2 Wintzell reserves the right to modify the Specifications of a Products. Any change in price or other conditions resulting from this shall be agreed upon in writing prior to any change of production equipment and prior to the commencement of delivery by the Supplier of any modified Product.

3.3 The Supplier shall provide any needed instructions and manuals in form and substance so that the Products can be used by Wintzell's customers without revision.

3.4 The Supplier may not use subcontractors without Wintzell's written consent. If the Supplier uses subcontractors after receiving Wintzell's consent, the Supplier shall be fully responsible for the acts and omissions of such subcontractors.

4. Non-exclusivity

4.1 The Supplier is not the exclusive supplier of the Products.

5. Delivery and Acceptance

5.1 The agreed delivery term shall be construed in accordance with Incoterms 2010. Unless otherwise agreed, the delivery clause shall be "FCA", the Supplier's factory or named point specified in the Order.

5.2 The Supplier shall pack the Products in accordance with instructions issued by Wintzell or otherwise as appropriate for the Products and its transportation method.

5.3 Unless otherwise set out in the Order or the Purchase Agreement, title in the Products will pass to Wintzell either upon final payment for the Products therefore or upon delivery of the Products (FCA), whichever occurs earlier.

6. Price and Payment

6.1 The price for Products is stated in the Purchase Agreement and shall apply until the parties agree on a new price in writing. Unless otherwise agreed, in writing, the price stated for the Product shall be a fixed price, inclusive of all duties, levies, fees and taxes of the Products.

6.2 Unless otherwise set forth in the Purchase Agreement, Wintzell shall pay for the Products within sixty (60) days of the date of the applicable invoice.

6.3 The Supplier shall during the term of the Purchase Agreement provide Wintzell with Products that are competitive in terms of price, quality, delivery and function.

6.4 Remittance of payment shall not imply any acceptance of the delivery or of the invoiced amount.

7. Warranties

7.1 The Supplier warrants, for a period of two (2) years (unless a different period is agreed or is evident from the Specification) from the date the Products are delivered that: all Products delivered under the Purchase Agreement (i) shall conform to the Specification and to any samples approved by Wintzell; and (ii) shall be free from defects in title, materials, workmanship, manufacture and design (to the extent the Supplier, its employees, agents, contractors and/or vendors are responsible for the design) and (iii) shall be fit and sufficient for their intended use.

8. Liability for Defects

8.1 In the event a Product does not fulfil the requirements set out in Section 7.1 Wintzell shall be entitled to (i) demand immediate rectification, or (ii) demand immediate delivery of substitute Product(s).

8.2 If a defective Product cannot be repaired or replaced without delay or if there is a risk of delivery disturbances from Wintzell to its customers, Wintzell is entitled to (i) completely or partly terminate the purchase of the defective Product and other Products that Wintzell does not consider itself having use of due to the defect or shortcoming, and (ii) to make substitute purchases from other supplier(s) at Suppliers sole cost.

8.3 In addition to what is set forth in Sections 8.1 and 8.2 above, the Supplier shall compensate Wintzell for any loss or damage arising out of or relating to the defective Product including but not limited to reasonable attorney's and expert's fees.

8.4 If due to a delivery of a defective Product Wintzell considers it necessary to inspect all Products of the same kind delivered by the Supplier, Wintzell shall be entitled, after giving the Supplier notice thereof, to make such inspection at the latter's expense and without awaiting the latter's approval. The notice shall describe the nature of the defect as well as the time and place of the inspection. If possible, the Supplier shall be present at the inspection.

8.5 If a delivery does not contain the quantity specified in the request for delivery, Wintzell shall be entitled to demand immediate rectification and the Supplier shall compensate Wintzell for all costs, arising out of or relating to the delay or shortfall in delivery.

8.6 If the Supplier delivers a quantity either in excess of Wintzell's ordered quantity or earlier than the delivery date, Wintzell shall not be responsible for taking delivery of, storing or maintaining such Products and shall further be entitled to return any excess or prematurely delivered quantity to the Supplier at the latter's expense and/or receive compensation from the Supplier for storage costs.

8.7 If Wintzell accepts Products that do not conform to these Terms or the terms of the Purchase Agreement this will not relieve the Supplier of its obligations to correct any such non-conformance or preclude Wintzell from any remedy under the Purchase Agreement.

9. Liability for Delay

9.1 In the event of a late delivery of a Product, Wintzell is entitled to (i) completely or partly terminate the purchase of the Product and of other Products which Wintzell does not consider itself having any use of due to the late delivery, and (ii) to make substitute purchases from other supplier(s) at Suppliers sole cost. The Supplier shall indemnify Wintzell against, and hold Wintzell harmless from, any costs, losses and damages incurred or arising out of or relating to the late delivery.

10. Product Liability

10.1 The Supplier shall defend, indemnify and hold Wintzell harmless from and against any and all loss, liability, cost and expense (including reasonable attorney's and expert's fees) arising out of a claim that a defect in the design or manufacture of the Products, including defects in material and/or manufacturing processes or techniques, caused personal injury or loss of, destruction or damage to property. This obligation of indemnification includes the Supplier's responsibility for all judgements or settlement amounts which may otherwise be or become the responsibility of Wintzell but for the obligation of indemnification set forth in this Section. The Supplier shall, at Wintzell 's request, assist Wintzell in disputes in which Wintzell could become involved by reason of such alleged defects and if required by Wintzell take on the conduct of any dispute.

10.2 Neither Wintzell nor the Supplier will file cross-claims or third party complaints against the other in product liability litigation without notifying the other party in advance. Where practicable, notice should be given sufficiently in advance to allow thorough discussion of alternatives to such filing.

10.3 The Supplier shall enter into and maintain an adequate product liability insurance policy during the period of the Purchase Agreement and shall at Wintzell's request also supply Wintzell with a copy of the insurance certificate.

11. Severability and Assignment

11.1 If any provision of the Purchase Agreement or these Terms is deemed by a court of competent jurisdiction to be invalid or unenforceable, then such provision will be severed from the Purchase Agreement or these Terms, as applicable. The remainder of that provision and all other provisions will remain valid and enforceable to the fullest extent permitted by applicable law, and the parties shall negotiate any necessary changes to the Purchase Agreement to maintain the spirit and the framework, structure and operation of the transactions contemplated by the Purchase Agreement.

11.2 Supplier may not assign its rights or delegate any of its obligations under the Purchase Agreement or these Terms without the prior written consent of Wintzell.

12. Confidentiality

12.1 All information which is not publicly available, whether oral or written or in visual, electronic or tangible form, regarding or otherwise relating to a party or to any of its business matters, which has been disclosed or may be disclosed to the other party (the "Receiving Party") or which the Receiving Party has or may otherwise become aware of in connection with the Purchase Agreement, shall at all times be kept strictly confidential by the Receiving Party and not be used by it for any other purpose than the performance or enforcement of this Agreement, nor be disclosed by it to any third party without the prior written consent of the other party (such consent not to be unreasonably withheld).

12.2 The Receiving Party shall procure that its employees, consultants and sub-contractors or other persons, to whom confidential information¹² is disclosed or who have access to such information sign a non-disclosure agreement for which content shall be substantially similar to this Section 12.

12.3 The obligation of confidentiality does not apply when the Receiving Party is required by law, regulation or a governmental decision to disclose information.

13. Set-off rights

13.1 Wintzell may, without prejudice to its other rights and remedies, setoff any liability that Wintzell owes to Supplier against any liability that Supplier owes to Wintzell, regardless of whether such liability is matured or liquidated.

14. Force Majeure

14.1 If and to the extent that either party's performance of its obligations under the Purchase Agreement is impeded by circumstances beyond its reasonable control, including, without limitation, fire, flood, natural disaster, change in applicable law, war, strike, and interruption in utilities or transportation, that it could not reasonably have been expected to have taken into account at the time the Purchase Agreement was entered into or to have avoided or overcome the effects of, such party shall be released from liability in damages for delay in performing or failure to perform such obligations.

15. Compliance

15.1 Each party shall comply with all laws and regulations relevant to the performance under the Purchase Agreement. This will include but not be limited to the Supplier's obligation to treat dangerous goods in accordance with all applicable laws and regulations.

15.2 The Supplier shall handle, store, process, use, and transfer the Products and goods in compliance with all applicable: (i) safety information provided by Wintzell; and (ii) laws, rules, and regulations, including, without limitation, those regarding environmental health and safety. Supplier hereby represents to Wintzell that Supplier is a sophisticated supplier and possesses all requisite skill and expertise necessary to handle, store, process, use, and transfer the Products and goods, which may contain toxic, hazardous, or otherwise dangerous substances.

15.3 The Supplier undertakes to comply with Wintzell's at each time applicable Code of Conduct and Wintzell's Environmental Requirements. For the avoidance of doubt, the Supplier's non-compliance with Wintzell's Code of Conduct or Environmental Requirements shall be considered a breach of material importance, including for the purpose of Section 18.2 (i).

16. REACH

16.1 To the extent the Products or any of the substances contained in the Products that are subject for import to EU falls within the scope of REACH, Supplier confirms that any such Products and substances contained in the Products comply with the requirements set out under REACH. Upon request, in form and substance satisfactory to enable Wintzell to meet its compliance obligations as importer with regard to REACH, identified by Wintzell, Supplier will provide Wintzell with all necessary information regarding the chemical composition of any Products (substances, preparations, mixtures, alloys, articles or goods) supplied, including all safety information required under REACH and information regarding the registration or pre-registration status of Products pursuant to REACH.

16.2 Supplier and Wintzell shall at all times cooperate in order for the import of the Products to be in compliance with the requirements under REACH. Supplier shall assemble and keep available all information that Wintzell requires to carry out its duties as importer under REACH, for at least ten (10) years after Supplier last manufactured or supplied the Products.

16.3 If the Products contain substances which require new authorization pursuant to REACH or cannot be used or sold as intended when placing the Order, Wintzell can terminate the relevant Order without incurring any costs or damages.

17. Export Controls and Origin

17.1 If any Product, or any of the substances contained therein, which the Supplier delivers to Wintzell is subject to national sanctions or export control regulations in those countries where the Supplier produces the Product or those countries from which the components originate, the Supplier shall be obliged, prior to the parties agreeing on the Specification, to notify Wintzell in writing thereof and of the scope of the export restrictions and provide Wintzell with the applicable export control classification number (ECCN) or equivalent, if any, of the Product or the component.

17.2 The Supplier shall be obliged to deliver all assistance, information or certificates needed by Wintzell for custom clearance for any Product, or component therein, which the Supplier delivers to Wintzell, including but not limited to technical information and the applicable export classification in the Harmonized Commodity Description and Coding System (the HS-code).

18. Term and Termination

18.1 The Purchase Agreement shall be concluded at delivery unless it is terminated in accordance with these Terms. The Terms, including the parties' representations, warranties and obligations to indemnify shall remain valid after the Purchase Agreement is concluded or terminated unless otherwise agreed.

18.2 In addition to the above and what is set out in Section 8.2 and 9.1, either party shall have the right to terminate the Purchase Agreement with immediate effect and without any liability for compensation due to such termination if: (i) the other party should commit or permit a breach or non-performance of material importance to the other party and should fail to remedy such breach or non-performance within thirty (30) days after receipt of written notice; (ii) the other party enters into composition proceedings; (iii) is declared bankrupt; (iv) goes into liquidation or for any other reason can be assumed to have become insolvent; or (v) the other party is acquired by a competitor of the party seeking termination.

18.3 Notice of termination shall be given without undue delay after the circumstance constituting the breach was or should have been known to the aggrieved party.

19. Governing Law and Disputes

19.1 The Purchase Agreement and these Terms are governed by and construed in accordance with the laws of Sweden, excluding its conflict of laws principles providing for the application of the laws of any other jurisdiction.

19.2 The U.N. Convention on Contracts for the International Sale of Goods (CISG) does not apply to the Purchase Agreement or these Terms.

19.3 Any dispute, controversy or claim arising out of, or in connection with, the Purchase Agreement or these Terms, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Gothenburg, Sweden.

19.4 The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, unless the Institute – taking into account the complexity of the case, the amount in dispute and other circumstances—determines, in its discretion, that the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators.

19.5 The parties agree, without limitation in time, not to disclose the existence or contents or any decisions or awards with regards to the Purchase Agreement or these Terms or information about proceedings, arbitration or mediation due to the same. The provisions set forth in this Section 19.5, shall not apply unless in compliance with law, other legislation, authority's order, securities exchange regulations or practice on the securities exchange or is otherwise required for the enforcement of a decision.