

GENERAL TERMS AND CONDITIONS OF PURCHASE

Phoenix Mecano AB

Valid as of 20th June 2023

1. APPLICABILITY

These General Terms and Conditions of Purchase ("GTC") govern orders ("Orders") for products ("Products") and/or services ("Services") placed by Phoenix Mecano AB, Corp. ID: 556626-3967, based in Växjö, Sweden ("Purchaser") with any supplier of Products and/or Services ("Supplier").

2. PLACEMENT OF ORDERS

2.1 In case of the Purchaser placing orders with the Supplier Orders after the Supplier issued an offer acceptance of the Order is deemed to be accepted after 3 business days from the Supplier's receipt of the Order. With the Supplier's acceptance of the Order, acceptance of these GTC is constituted unless otherwise agreed.

2.2. The Supplier's terms and conditions of delivery shall not apply unless they are accepted in writing by the Purchaser. Any modifications of or comments to the Order by the Supplier are only valid if accepted by the Purchaser in writing.

2.3 The Purchaser reserves the right to request in writing from the Supplier, prior to delivery, that changes be made to the Order of any kind whatsoever. As soon as possible after receipt of such a request, the Supplier undertakes to inform the Purchaser in writing of the consequences of taking any such changes into account, particularly in terms of financial cost and delivery times. If there is no agreement between the parties on the consequences of this modification to the Order, the Purchaser may either request that the Supplier fulfil the Order under the original terms and conditions or terminate the Order in writing, without any cost or compensation at its expense.

3. PRICE AND PAYMENT CONDITIONS

3.1. Price and payment terms shall be agreed with the Supplier in accordance with the Order.

3.2. The Supplier will, for each Order, present a commercial invoice to the Supplier for payments under the relevant Order.

3.3. Unless otherwise agreed in writing, the prices and currency stated in the Order shall be fixed and binding. VAT shall be excluded but all other cost with the delivery provided such as taxes, duties, levies, charges, travel costs, etc. shall be included. This includes costs for transport and packaging.

3.4. Unless otherwise stated in the Purchase Order, the terms of payment are 60 days upon the date of issue of the correct invoice from the Supplier.

3.5. The Purchaser is entitled to set-off and retain payments to the extend it is permitted by law.

4. DELIVERY AND DELAY

4.1. Unless otherwise agreed, Orders and shipments have to be done delivered duty paid ("DDP" as defined in the Incoterms 2020).

4.2 . The labelling and packaging requirements with respect to the shipments shall be agreed between the Parties in the Order. Unless otherwise specified by the Purchaser or agreed between the parties, the packaging of the Purchases shall conform to the laws of Sweden, as applicable.

4.3. Purchaser shall not be obliged to accept early, partial, excess deliveries or deliveries that do not comply with the agreed packaging unless the Purchaser agreed with prior written notice. This also applies if relevant documentation or certificates are not included. The Purchaser is entitled to declare its rejection of a delivery due to such insufficiencies of the delivery within 5 days as of the delivery date.

4.4. If deliveries are delayed the Supplier is obliged to notify the Purchaser in writing (email is sufficient) without undue delay.

4.5. If the Supplier is in default of delivery, the Purchaser is entitled to claim amongst other claims a contractual penalty in the amount of 0.5 % of the entire Order in default value per day, however, this penalty is limited to a maximum of 10 % of the entire Order value. This is without any prejudice to any further rights or claims or claims for damages. The penalty shall be offset against such claims for damages. The penalty shall be paid for the period until the Order is completed. The Supplier has the right to prove that the Supplier is not liable for the delay.

5. ACCEPTANCE AND TRANSFER OF RISK, OWNERSHIP

5.1. The risk passes to the Purchaser according to the relevant Incoterms 2020 according to section 4.1 of this GTC, or in case section 4.1 does not apply when the purchase and shipment is complete and the Order have been delivered to the premises specified by the Purchaser.

5.3. The receipt of delivery, the payment in part or even an assembly of goods that has been agreed beforehand is not an acceptance of the Order as being free of defects.

5.4 The delivered goods may be intended for further processing, consumption and/or resale and that such activities may be performed prior to the passing of title.

5.5 The title over the Order shall pass to the Purchaser upon payment of the purchase price at the latest.

6. PROVISION OF SERVICES

The Supplier undertakes to perform the Services ordered in accordance with these provisions, the rules of the trade and the applicable laws and regulations, particularly relating to the environment, hygiene, health, safety and working conditions. It must also fulfil all its obligations in terms of labour law. The Supplier shall assign to the performance of the Services, on the one hand, the necessary resources and materials and, on the other hand,

the personnel, placed under its supervision and with the required skills guaranteed. Any property entrusted to the Supplier for the fulfilment of the Services will be under their material and legal custody for the entire duration of the Services. Consequently, it will be liable for any fault, deterioration or breakage, and more generally for any damage caused to the property entrusted to it, whatever the cause, as well as for any damage caused, when fulfilling the Services, to its personnel, to that of the Purchaser and to any third party.

7. WARRANTY, LIABILITY FOR DEFECTS

7.1. The Supplier warrants that the deliveries/services shall be free from faulty design, of the right and agreed quality, free from defects and workmanship, suitable for the purpose intended and conform to the Order's requirements. The deliveries/services shall meet all applicable legislative requirements, regulations, norms and standards, including but not limited to technical and safety related standards and in accordance with all necessary permits, registrations and approvals as required under the applicable laws.

7.2 The deliveries/services must not infringe any third-party rights, including intellectual property rights, title to property rights or rights granted by way of contract.

7.3 The Supplier further warrants that all relevant information, documentation, certificates and manuals including safety and correct handling are being delivered to the Purchaser.

7.4 Deliveries/services that are defective, and/or do not comply with the agreed specifications of the Order or do not live up to the Supplier's warranties may be returned by the Purchaser at the Suppliers expense.

7.5. If a deliveries/services becomes defective according to section 7.4 within 24 months upon delivery the Supplier must without undue delay and at no cost for the Purchaser do everything necessary to remedy the defect. these defaults and deliveries returned to the Supplier, replacement or credit are at the risk of the Supplier. All handling, insurance, transportation, and the Purchaser's inspection costs arising with returning the deliveries/services shall be borne by the Supplier. The Supplier further shall refund any payments or part payments made by the Purchaser in respect of the whole Order if the Supplier fails to replace the deliveries or to rectify the defect within reasonable time after having been informed about the defect. Purchaser's right to assert further claims or damages remains unaffected.

7.6. If the Supplier within a reasonable period of time after notice from the Purchaser does not meet his warranty obligations or in case of urgency or a high risk caused by delay, Purchaser is entitled to remedy these defects on its own or with other suppliers or service providers. Any costs incurring therefrom shall be borne by the Supplier.

7.7 The warranty period is 24 months upon delivery.

8. LIABILITY AND INDEMNITY

8.1. The Supplier shall indemnify and hold Purchaser harmless from all claims and losses arising from personal injuries or damage to property that are attributable to a faulty delivery/service. This applies to the Supplier's

willful misconduct, negligence, breach of the Supplier's warranties and / or defects or non-conformity of the deliveries/services.

8.2. Any further liability of the Supplier shall not be excluded under these GTC.

8.3 If deliveries/services from the Supplier cause any loss of damages to third parties and losses or damages occurred because of the deliveries/services, the Supplier shall indemnify Purchaser from any claims.

9. PRODUCT LIABILITY

9.1.If product liability claims are raised against Purchaser due to defects in the Supplier's deliveries, the Supplier shall be obliged to indemnify Purchaser upon first request against claims for damages by third parties insofar as the cause of the defect lies within the Supplier's sphere of control and organization and the Supplier itself is liable vis-à-vis third parties.

9.2 This indemnification obligation of the Supplier relates to all costs and expenses necessarily incurred by Purchaser as a result of or in connection with claims asserted by a third party, including the costs of legal defence. In addition, the statutory provisions shall apply.

9.3 If Purchaser has to recall products or issue warnings due to an official order or due to a court decision and/or in agreement with the Supplier, Purchaser shall take all necessary measures to carry out the recall and/or issue warnings. Purchaser shall keep Supplier informed about the content and scope of the recall measures or warnings to be carried out.

9.4 Supplier shall reimburse Purchaser for all costs and expenses resulting from or in connection with such a recall action and/or the issuing of warning notices, insofar as these were necessary and/or in agreement with the Supplier.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. Supplier warrants that the deliveries/services as well as the use or resale of same do not infringe any intellectual property rights, rights of licenses, copyrights, proprietary designations or any of those rights of third parties.

10.2. The Supplier shall indemnify Purchaser from any and all costs and claims resulting from such infringements of any third party against Purchaser upon first written request.

11. FORCE MAJEURE

11.1. Neither Purchaser nor Supplier shall be liable for non-fulfilment or delays, provided the non-fulfilling party proves that this is caused by force majeure including but not limited to natural disasters, epidemics, wars, riots, states of emergency, mobilization or similar military arrangements, confiscating, currency restrictions, import or

export prohibitions or other similar circumstances which could not have been foreseen and avoided (or limited) and are outside the control of a party.

11.2. Both parties are obligated to immediately notify about an event of force majeure and both must take reasonable measures to overcome this situation.

11.3. However, Purchaser is entitled to cancel any Order where the force majeure situation continues in a period of more than two months with immediate effect without further liability.

12. COMPLIANCE WITH APPLICABLE LAW, CODE OF CONDUCT

12.1. The Supplier ensures that all deliveries/services comply with applicable law with all legal and regulatory requirements of the importing country, the exporting country and the country of destination.

12.2 As part of Purchaser's corporate responsibility, Purchaser is committed to the Phoenix Mecano Group's Code of Conduct, which can be viewed at www.phoenix-mecano.se. The Purchaser expects the Supplier to be equally committed to these values and to expect the same from its suppliers.

12.3 Supplier undertakes to comply with all export control and sanction regulations, customs laws and regulations applicable to the Order, including applicable trade restrictions, embargoes and other restrictions on the import and export of goods, services and information ("Export Control Regulations").

12.4 In particular, Supplier undertakes to ensure that he himself, his beneficial owners, any of its representatives and any other subcontractors are not listed as a sanctioned company and/or person on any of the applicable Sanctions Lists.

Any violation by Supplier of provisions of the Code of Conduct and especially the Export Control Regulations shall be considered a breach of material contractual obligations and shall give Purchaser the right, to take adequate measures (e.g. audit with cost consequences, termination of the business relationship, termination of the Order, etc.).

12.5 Supplier shall promptly provide Purchaser, upon request, with all information concerning the End-User(s) of the deliveries/services, the intended use and the place of use of the deliveries/services.

12.6 Supplier shall fully indemnify and hold Purchaser harmless from and against any and all claims asserted against Purchaser by public authorities or other third parties due to Supplier's and/or the End-User(s)' failure to comply with the Export Control Regulations and/or any other Compliance Regulations and Supplier agrees to reimburse Purchaser for any and all damages and expenses incurred by Purchaser in connection therewith.

13. ASSIGNMENT

The Supplier may not assign or transfer any of their respective rights or obligations under the ORDER and these GTC without the prior consent of Purchaser.

14. TERMINATION

14.1 In case Supplier commits a material breach of obligations under these GTC or an Order, Purchaser is entitled to terminate both the GTC and the Order(s), if such material breach is not remedied and reported back as remedied by the Supplier to Purchaser within 30 days of written notification of such breach by Purchaser. Termination shall be effective as of the date of delivery of such notice.

14.2 Purchaser shall further be entitled to terminate any contracts with the Supplier, cancel the Order without any liability if the Supplier breaches its obligations of Section 11 of these GTC or becomes insolvent and the Supplier is no longer able to perform its obligations under the Order.

15. CONFIDENTIALITY

15.1 This Section 14 shall apply if and to the extent that the parties have not entered into a separate confidentiality agreement that covers the entire duration of the business relationship.

15.2 All information, equipment, know-how and technical documentation, including electronically stored data and computerized geometries, to which a party has obtained access through the parties' business relationship, shall for the duration of the business relationship and for five (5) years thereafter be treated as confidential and may not be used for any purpose other than for the intended use (purchase/Order/service). The information may not be shown to or in any other way communicated to or used by others than such personnel of either of the parties that are directly involved in the business relationship. Copying or reproduction of such confidential information is permitted only within the framework of the fulfilment of a party's obligations and with regard to the applicable copyright laws and regulations. However, the confidentiality undertaking outlined above shall not apply to information which is (i) known to the public other than by breach of this agreement, (ii) information which a party can show was in its possession before receiving it from the other party, and (iii) information which a party receive from a third party without restraints as to the disclosure thereof.

15.3 Information which a party is required to disclose by reason of law or order of a court of a competent jurisdiction may however be disclosed for such purpose. The party requested to disclose such information shall beforehand notify the other party of any such requirement and consult with the other party regarding the manner of such disclosure.

15.4. Upon request by Purchaser confidential information shall be returned to Purchaser or being destroyed / deleted.

16. PERSONAL DATA

The parties undertake to comply with all applicable regulations relating to the protection of personal data. In the context of the Order/services, neither party shall carry out any processing operation on behalf of the other party.

17. APPLICABLE LAW, JURISDICTION

17.1 These GTC and the Order/services shall be governed by and construed in accordance with Swedish law without giving effect to the principles of conflict of law rules. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to the Contract.

17.2 In the event of a dispute of any nature whatsoever relating to the performance of these GTC and any Order /services hereunder, the parties agree to submit it to the exclusive jurisdiction of the courts of Stockholm, Sweden.

18. MISCELLANEOUS

18.1 Any amendment to this GTC shall be made in writing and signed by authorized representatives of both parties.

18.2 Should one or more provisions of these GTC violate mandatory law or be or become invalid for any other reason, the validity of the remaining provisions shall not be affected thereby. The parties shall be obliged to replace the invalid provision by a valid provision which comes as close as possible to the economic purpose of the invalid provision.