

Ahsells General Terms and Conditions of Purchase

1. Scope

- 1.1 Supplier shall supply the Products to Purchaser in accordance with the terms and conditions set forth in this Agreement. This Agreement shall apply to all purchases of Products made by Purchaser and shall unless otherwise agreed in writing prevail over other documentation or communication exchanged between the Parties. Unless otherwise agreed in writing, Purchaser's from time to time affiliated entities may also take the benefit of and enforce this Agreement in its own name and for its own account, but without the power to bind the Purchaser or any other Purchaser affiliate. Products may be purchased for all Business Activities and distribution in all markets in which Purchaser is active.
- 1.2 Changes in Supplier's Product assortment must not be undertaken unless Purchaser has received a three (3) months prior written notice thereof. Any replacement Products must be accepted by Purchaser in writing before delivery thereof can commence. No changes to the Products, whether in terms of specifications, material, content, manufacturing technique, feature, function, design or otherwise, may be made unless Purchaser has given its prior written approval.
- 1.3 Nothing in this Agreement shall be construed to cause or interpreted as a commitment from Purchaser to purchase any Products from Supplier or an obligation for Purchaser to source exclusively from Supplier.

2. Purchase orders

- 2.1 Products will be sold and purchased under this Agreement in accordance with purchase orders placed by Purchaser from time to time at Purchaser's discretion ("**Purchase Order**"). Purchase Orders may be placed e.g. by way of EDI, web-portal, e-mail, telephone, fax or other available means of communication between the Parties.
- 2.2 Each Purchase Order will specify the quantity of Products ordered by Purchaser, Purchaser's receiving location and the lead-time or date Purchaser desires delivery of the Products. Purchase Orders may also in Purchaser's discretion specify technical specifications, marking instructions, packaging requirements, method of shipment, routing instructions or other special requirements. Each Purchase Order will be deemed accepted by Supplier unless Supplier notifies Purchaser in writing or via EDI within twenty-four (24) hours from receipt (except from Saturday, Sunday and bank holidays) that Supplier rejects the Purchase Order. Supplier may only reject Purchase Orders that fail to conform to this Agreement. Purchaser may, by written notice received by Supplier prior to shipment of the Products covered by a Purchase Order, cancel or make changes to the Purchase Order. If any such changes fail to conform to this Agreement, Supplier shall immediately notify Purchaser in writing; otherwise the change will be deemed accepted by Supplier.

3. Deliveries

- 3.1 It is of essence for Purchaser's Business Activities and warranties to Customers that the Products are delivered on time in full to Purchaser's receiving location specified in the Purchase Order. A delay can cause severe damages to Purchaser. Supplier must immediately notify Purchaser in writing in the event of an anticipated delay. A change of delivery time will not be binding on Purchaser unless Purchaser has agreed to the same in writing. Partial delivery or excess delivery will correspondingly not be tolerated unless Purchaser has given its prior written approval and insofar Purchaser is not levied with additional cost.
- 3.2 If Supplier fails to deliver in line with the delivery time specified in the Purchase Order, without prejudice to any other rights and remedies provided herein and irrespective of any approval pursuant to Section 3.1, Purchaser shall be entitled to (i) recover from Supplier any expenditure reasonably incurred by Purchaser in obtaining the Products through premium (air) freight, (ii) reject the Products, (iii) recover from Supplier any expenditure incurred by Purchaser in obtaining replacement products elsewhere, and (iv) in Purchaser's discretion, either recover from Supplier SEK 800/NOK 800/EUR 80 per delayed order row or seek liquidated damages from Supplier at a rate of two (2) percent of the order value for each commenced

week of delay. Liquidated damages shall not exceed twenty (20) percent of the order value.

- 3.3 Unless otherwise agreed in writing, all deliveries shall be made DDP Incoterms (2020) to Purchaser's logistic centers in Hallsberg (Sweden), Gardemoen (Norway), Hyvinkää (Finland) ("**LC**") and all other addresses designated by Purchaser. Supplier undertakes to adhere to Purchaser's from time to time applicable Logistics and Delivery Terms for the respective LC. The Products shall be packed and marked (preferably GS1 GTIN/EAN 13) according to Purchaser's specifications or, if absent, in a manner which is commercially reasonable. Without prejudice to any other rights and remedies provided herein, Purchaser will have a right at its discretion to in Supplier's stead repack Products that fail to conform to aforementioned requirements at a reasonable handling fee determined by Purchaser.
- 3.4 Risk of loss will pass to Purchaser in accordance with the applicable Incoterms (2020). Title to the Products will pass to Purchaser at the time the risk of loss passes to Purchaser.
- 3.5 The Products are, at Purchaser's or Customer's discretion, subject to inspection and testing by Purchaser or Customer for compliance with this Agreement after delivery. Purchaser's receipt of and payment for the Products will not be deemed acceptance thereof.
- 3.6 Unless otherwise agreed in writing, no later than on the tenth (10th) day of every calendar month during the term of this Agreement and in accordance with Purchaser's instructions, Supplier undertakes to send Purchaser information about sales and delivery statistics, consummated marketing support and earned bonuses incl. credit note, as applicable, for the previous calendar month as well as accumulated purchases for the applicable calendar year. The statistics shall be reported per Geography and Product item group and item value in the applicable purchase currency.

4. Prices

- 4.1 The prices, discounts, bonuses and other Commercial Terms for the Products are as agreed upon in writing between the Parties. Prices are denominated in the currency of the country in which Purchaser is incorporated, unless otherwise agreed in writing.
- 4.2 The prices shall be exclusive of VAT but inclusive of all other taxes, fees or other charges and shall include all costs associated with e.g. packaging, marking and delivery as per the applicable Incoterms (2020).
- 4.3 Supplier represents and warrants that the prices charged to Purchaser for the Products are not in excess of prices charged to other customers of similar quantities and delivery requirements. If Supplier offers to sell, or sells, any Products to a third party during the term of this Agreement at a lower price than the price charged to Purchaser for comparable quantities and requirements, Supplier shall promptly reduce its price for such Products to Purchaser in order to match such lower prices.
- 4.4 All prices are firm and fixed. Either Party may nevertheless request negotiation for a price change (up or down) or other changes to the Commercial Terms. In the event of a request initiated by Supplier, the negotiation must occur in conjunction with Purchaser's annual price fixation period. Supplier's request must be received by Purchaser no later than 3 months prior to the price change date January 1st (i.e. September 30th) and must be accompanied by a reasoned statement, and, where the request concerns a price change, the size thereof (in percentage). The request for a price change must no later than 2 months prior to the price change date January 1st (i.e. October 31st) be followed by a detailed new price file in accordance with Purchaser's instructions. Non-compliance herewith will defer the request to the next price fixation period. Provided the Parties have been able to agree on the change no later than six (6) weeks prior to the price change date January 1st, the change will take effect from such January 1st on all Purchase Orders placed thereafter, unless otherwise agreed in writing. If the Parties are unable to agree on the change, however, either Party will be entitled

to terminate this Agreement pursuant to Section 14.1, during which period the last agreed price list will continue to apply.

- 4.5 Price files must be submitted by Supplier in numerical order in accordance with Purchaser's system for Product item numbering. Failure to comply with this Section will entitle Purchaser to complete the information against a handling fee of SEK 500/NOK 500/EUR 50 per hour.
- 4.6 In the event Supplier reduces its price for the Products significantly due to market forces, macroeconomic effects or other similar circumstances, Supplier agrees to credit Purchaser an amount equal to the value by which Purchaser must write down it's at that time current stock of Products as a consequence of Supplier's price reduction.

5. Payment terms

- 5.1 Supplier shall invoice Purchaser upon delivery as per the applicable Incoterms (2020). Unless otherwise agreed in writing, payment term shall be ninety (90) days from eligibility pursuant to Section 5.2 and Purchaser is not obliged to pay any administration fees or other charges. Late payments may be charged with the interest reference rate stated in the legal provisions of the country in which Purchaser is incorporated. The right to interest will, however, not apply where Purchaser reasonably contests the invoice. Purchaser is not obliged to pay invoices which relates to Products that were delivered more than four (4) months prior to the invoice date.
- 5.2 Invoicing shall be made electronically as per Purchaser's instructions, unless otherwise agreed. An invoice will only be eligible for payment if it contains: (i) Purchaser's reference number (including Purchaser's Purchase Order number) as well as full name and location of the person in Purchaser's organization placing the Purchase Order, (ii) the objects of the invoice, specifying Product item number and name and which matches the quantity and price delivered pursuant to the Purchase Order (i.e. one Purchase Order, one invoice), (iii) Supplier's corporate Id. No. and VAT No., (iv) complete payment details, and (v) complete contact details to Supplier.
- 5.3 Without prejudice to any other rights or remedies herein, Purchaser reserves the right to deduct, set off or withhold payment or to receive a refund for any loss, damage, liability or claim that Purchaser may have against Supplier under this Agreement.

6. Information and training

- 6.1 Supplier undertakes to provide Purchaser with detailed product information (including high resolution images) in accordance with Purchaser's instructions and to at all times during the term of this Agreement keep the information up to date.
- 6.2 The Parties shall constantly keep each other informed of circumstances concerning the Products that may be of interest to the other Party.
- 6.3 It is in the interest of Supplier, and Supplier therefore undertakes, to free of charge provide Purchaser's personnel with appropriate pre- and after-sales Product training.

7. Product warranties

- 7.1 Supplier acknowledges and agrees that the Products' competitiveness and Purchaser's successful distribution of the same are dependent on Supplier's commitment, in its capacity as manufacturer or original supplier of the Products, to remain reliable for potential defects in the Products in accordance with Customer's expectations. Purchaser will conduct its Business Activities on basis of, in each case at its reasonable discretion, ordinary market terms such as applicable local law, local trade organization's standard terms and conditions¹ or other commercially reasonable terms and conditions as dictated by Customer² ("**Customer's Dictated Terms**").
- 7.2 Against the backdrop of Section 7.1, it is of essence to Purchaser that Supplier accepts complete and irrevocable liability for all defects in the Products as demanded by Customer's Dictated Terms. Consequently, Supplier acknowledges and agrees that Supplier's liability in relation to Purchaser, and Purchaser's corresponding rights in relation to Supplier, pursuant to this Agreement shall be

on an unrestricted back-to-back basis against the Customer's Dictated Terms, meaning *inter alia* that, in relation to Purchaser, Supplier shall perform and assume identical responsibilities, obligations and liabilities for defects in the Products as those applicable for Purchaser in relation to Customer under Customer's Dictated Terms. This shall, for the avoidance of doubt, not apply to defects in the Products which are solely due to Purchaser's fault.

- 7.3 Purchaser shall, in order to preserve its right to demand the obligation in Section 7.2, (i) provide Supplier with all relevant and available information concerning Customer's claim, (ii) not make any admission of liability and not agree to settle or compromise with Customer without seeking the prior consent of Supplier (which consent shall not be unreasonably withheld), and (iii) upon Supplier's request, allow Supplier the right to dispute and defend such Customer claim alongside Purchaser.
- 7.4 To the extent (i) not governed by or not sufficiently clear in the Customer's Dictated Terms or (ii) no Customer's Dictated Terms are applicable, the undertakings and warranties set out in this Section 7.4 shall apply. Supplier represents and warrants that the Products (i) are free from defects in title, materials, services, design, labor and manufacture, (ii) conform to the Purchase Order, product information and applicable specifications, drawings, product examples, prototypes, promotion catalogues as well as standards of safety, quality and performance and that all relevant packaging, markings, labels and instructions for the installation, stocking, sale, distribution, use, maintenance and other handling of the Products, for the markets in which Purchaser will distribute the Products, accompanies the Products, (iii) comply with all applicable laws, rules and regulations as well as all governmental and trade association's requirements that apply to the Products, (iv) are new, unused and merchantable at the date of delivery, (v) have a minimum remaining durability of 2/3 of the total durability for Products with an expiration date, (vi) conform with the other requirements of this Agreement, (vii) are approved and certified by relevant private or governmental bodies where required and (viii) do not adversely deviate from Purchaser's reasonable expectations, including anticipations of frontier environmental and sustainable attributes. Purchaser's acceptance or use of or payment for the Products shall not diminish Supplier's obligations under this warranty. A warranty period of twenty-four (24) months from the date of delivery of the Products to Customer is provided unless the Customer's Dictated Terms prescribe another period, in which case such prescribed period shall apply. If the Product is repaired or replaced, the warranty period shall restart.
- 7.5 Supplier represents and warrants that it has obtained and will maintain all necessary rights, licenses, permits and approvals necessary to enable Purchaser to distribute the Products (incl. promotion material). Supplier further represents and warrants that Purchaser's and Customer's use, resale or other handling of the Products (incl. promotion material) in accordance with this Agreement do not entail any infringement of patent, copyright, design, trademark or similar right of any third party.
- 7.6 If the Products do not conform with the provisions herein ("**Non-Conforming Products**"), Supplier agrees, at Purchaser's option, to immediately (i) repair or replace Non-Conforming Products, also an entire delivery batch containing Non-Conforming Products, (ii) redeliver Products which conform with the provisions hereinabove, (iii) accept a return of the Non-Conforming Products, also an entire batch containing Non-Conforming Products, and refund the purchase price, (iv) allow a purchase price reduction, and/or (v) allow Purchaser to exercise any other relevant rights or remedies, including the purchase of substitute products. Supplier shall also be responsible to pay for or reimburse Purchaser for all Non-Conforming Product costs, including but not limited to costs relating to (a) labor and materials, (b) return, store and dispose any Non-Conforming Products, (c) access, inspect, evaluate, disassemble and restore any Non-Conforming Products wherever located, and (d) transport and install replacement Products. The rights and remedies herein are cumulative and are not exclusive of any other rights and remedies available to Purchaser.

¹ E.g. Swedish AA VVS 09 / Norwegian FL-VVS 2016 (HVAC/plumbing or RSK No. Products), ALEM 09 (electrical or E No. Products), NL 09 (Industrial/Tool Products), VU 13 (Ventilation Products) and ABM 07 (Construction Products).

² E.g. terms and conditions under a public procurement.

7.7 Supplier shall at its own cost and without undue delay undertake relevant investigations, inspections, site-visits, testing etc. with respect to all alleged Product defects and provide the Purchaser with the results and underlying material from such activities.

8. Indemnity, product liability and recall

8.1 Supplier shall defend, indemnify and hold harmless Purchaser, and its respective successors and assigns, from and against any and all claims, lawsuits, damages, liabilities, costs, losses, fines, penalties, reasonable legal fees and other expenses resulting from or arising out of (i) Supplier's negligence or breach of this Agreement, (ii) injury or death of any employee of Purchaser caused by the Products, (iii) loss of or damage to property of Purchaser caused by the Products, and (iv) injury or death and loss of or damage to property of any third party caused by the Products.

8.2 In the event that either Party or any governmental body having jurisdiction finds out, or reasonably suspects, that a Product (i) contain a defect which may cause a safety hazard or threat of personal injury or property damages, or (ii) is subject to a one (1) percent or greater return rate during the preceding twelve (12) month period, Supplier shall upon Purchaser's request immediately provide Purchaser with all necessary assistance to enable a Product recall or Product warning to be conducted efficiently and with due urgency at Supplier's cost and expense. The Parties shall reasonably consult each other and cooperate in all such market intervention activities.

9. Insurance

9.1 Supplier shall, at its own cost, buy and maintain a general and product liability insurance written by a reputable insurer with, unless otherwise agreed in writing, a combined personal injury and property damage limit of not less than the higher of (i) EUR 2,000,000 per occurrence, or (ii) an amount corresponding to 50 per cent of Purchaser's average annual purchase value from Supplier per occurrence. Supplier shall provide Purchaser with a copy of the insurance certificate upon request.

10. Returns

10.1 Purchaser is entitled to return stocked Products that (i) have unsatisfying rotation, or (ii) is being discontinued from Supplier's assortment. Products that are returned to Supplier in undamaged condition will be credited at the full amount paid by Purchaser, except in relation to (i) above and where the Products are older than eighteen (18) months (calculated from the first delivery date to Purchaser) in which case the credited amount shall be deducted as per the Parties' mutual agreement. Purchaser will notify Supplier of the return and Supplier is obliged to issue a credit note and retrieve the Products no later than thirty (30) days from the notification.

11. Data processing

11.1 Each Party will process contact information about the other Party's designated contact persons. Each Party remain responsible for its respective own data processing and the Parties mutual understanding is that neither Party will act as a data processor of personal data on behalf of the other Party. Each Party will take reasonable measures to inform its designated contact person that the other Party will process such contact person's data for the purpose of maintaining the Parties' business relation. Such information shall have the contents prescribed by Article 13 of the Regulation (EU) 2016/679 (General Data Protection Regulation) and may be delivered by way of an instruction to visit the other Party's website for further information about that Party's data processing procedures.³

12. Marketing and campaigns

12.1 Supplier shall, well in advance of a new calendar year, inform Purchaser of upcoming market plans, campaign initiatives, trade fairs and other events of joint interest. Campaigns initiated by Supplier must be planned in consultation with Purchaser's responsible contact person no later than three (3) months prior to the start of a campaign. Campaigns shall preferably be unique for Purchaser.

12.2 Supplier shall reasonably support Purchaser in all campaigns and events initiated by Purchaser. Supplier must assist Purchaser with relevant and appropriate marketing material, images, catalogue texts etc. in the languages of the markets in which Purchaser intends to distribute the Products. When joint publications are to be

printed, Purchaser must always approve the final profiling beforehand.

12.3 Regardless of the provision regarding returns in Section 10, the Purchaser shall be entitled to return a Product which has been intended to be included in a campaign within thirty (30) days from closed campaign.

13. Compliance, sustainability and quality

13.1 Supplier shall at its own cost obtain and maintain all processes, certifications, authorizations, licenses and permits necessary to conduct its business and perform its obligations under this Agreement.

13.2 Purchaser has adopted a Code of Conduct which is incorporated herein by way of reference (the "**Code**").⁴ Supplier represents and warrants that it at all times during the term of this Agreement will comply with the Code. Supplier undertakes to ensure that Supplier's obligations in this respect are included also in Supplier's contracts with sub-suppliers. In the event it is alleged that Supplier is in contravention of any of the requirements in the Code, then Purchaser may request Supplier to provide Purchaser with all relevant information, including a plan setting out corrective actions (if necessary) to be carried out by Supplier in order to cure a breach of the Code, to be received by Purchaser within five (5) business days from Purchaser giving Supplier notice thereof. If Purchaser in its sole discretion determines that the action plan is not contemplated to cure the breach in a manner satisfactory to Purchaser, then Purchaser is entitled to terminate this Agreement with immediate effect. The foregoing rights and remedies are cumulative and are not exclusive of any other rights and remedies available to Purchaser.

13.3 Without effect to any other undertakings herein, it is of essence that Supplier complies with all applicable laws and regulations relating to labor, employment, tax, safety, product liability, environment, competition, anti-corruption, bribery, export controls, sanctions and product content. Supplier agrees to, at least semiannually or otherwise as requested by Purchaser, provide Purchaser with product content information and safety data sheets in line with the Purchaser's instructions required to satisfy Purchaser's and Customer's content reporting obligations, in each case as required by law (e.g. EC Regulation REACH (EC 1907/2006) and the EC RoHS II directive (2011/65/EU)), regulation, agreement or voluntary Environmental, Social and Governance ("**ESG**") initiatives.

13.4 Supplier shall continuously carry out quality control tests to ensure that the Products comply with this Agreement. Any actual or suspected deviations shall immediately be reported to Purchaser. At any time during Supplier's business hours, Purchaser shall, at its own cost and upon reasonable notice, have the right together with its advisors and Customers to audit Supplier's compliance with this Agreement at the premises where the Products are manufactured. Supplier undertakes to ensure that Purchaser's rights in this respect are included in Supplier's contracts with sub-suppliers, if any, in order to enable Purchaser to undertake the same with any sub-supplier.

13.5 Supplier may from time to time be requested to declare its ESG and other sustainability work as well as self-assess its compliance with this Agreement as per Purchaser's instructions. Supplier undertakes to remedy any and all non-conformances identified during such declaration or an audit within a reasonable time frame.

13.6 Supplier understands that Products that are manufactured or delivered in conflict with the terms stated in this Section 13 will be considered Non-Conforming Products for which Section 7.6 will apply.

14. Term and termination

14.1 This Agreement shall enter into effect as of the Effective Date and shall continue in effect until terminated by either Party by giving six (6) months prior written notice.

14.2 Without prejudice to any other rights available to the Parties in this Agreement, either Party may terminate this Agreement or a Purchase Order with immediate effect upon written notice to the other Party if (i) the other Party commits a material breach of this Agree-

³ Supplier is referred to: <https://www.ahsell.se/Om-Ahsell/integritetspolicy/>

⁴ <https://www.ahsell.com/about-ahsell/corporate-governance/ahsells-uppforandekod/>

ment or a series of breaches which taken together amount to a material breach or if there is otherwise a risk of causing substantial damage to the goodwill or reputation of the suffering Party, (ii) the other Party commits a breach of this Agreement that is capable of remedy but the Party in breach fails to remedy such breach within thirty (30) days of receiving a written notice from the suffering Party specifying the breach and requiring the same to be remedied, or (iii) the other Party should enter into liquidation or become subject of bankruptcy, whether voluntary or compulsory, or otherwise become insolvent or enters into composition or corporate restructuring proceedings or if execution be levied on any goods and effects of that Party.

14.3 Supplier must upon expiration of this Agreement provide Purchaser with all relevant documents and information necessary for the forthwith distribution of all remaining Products in Purchaser's stock. Should Supplier terminate this Agreement, Purchaser will be entitled at Supplier's cost to return all Products held by Purchaser against an immediate full refund.

14.4 Sections 7 (Product warranties), 8 (Indemnity, product liability and recall), 15 (Intellectual property rights), 16 (Private label manufacturing), 18 (Confidentiality) and 20 (Governing law and disputes) will survive the termination of this Agreement.

15. Intellectual property rights

15.1 Unless otherwise agreed in writing, each Party shall retain full rights in and to any and all of its intellectual property rights, such as patents, trademarks, copyright, design rights, know-how and related rights ("IPR"). Supplier is not entitled to use Purchaser's IPR other than as may be specifically agreed in writing. Supplier hereby automatically grants to Purchaser and its Customers, which accepts, a royalty-free, world-wide, sub-licensable, unrestricted and irrevocable license to use, sell and handle the Products and information regarding the Products ("**Product Information**"), as provided for in this Agreement, and any and all existing and future IPR or other rights held by Supplier in the Products, or developments thereof. Purchaser shall be entitled to develop the Product Information provided under this Agreement and such developed Product Information shall be the Purchasers intangible property.

15.2 If any exclusive features in the Products have been intended solely for Purchaser ("**Exclusive Features**"), Supplier undertakes not to sell the Products, or any similar product containing the Exclusive Features, other than to Purchaser. As used herein the term "similar product" means any products that, although not identical to the Products, are substantially similar the Products (taking into consideration any designs, specifications, manufacturing techniques or functionality that are particular to the Products).

15.3 If materials, drawings, tools, dies, jigs, gauges, fixtures, patterns, molds, autocad or other computer assisted design, testing apparatus, machinery and equipment, together with all other manufacturing aids ("**Tooling**") is furnished by and at the expense of Purchaser or is furnished by the Supplier at the expense of Purchaser, such Tooling shall become and remain Purchaser's sole property and shall be for Purchaser's sole use and shall be subject to removal at any time at the option of Purchaser.

16. Private label manufacturing

16.1 This Section 16 only applies to Purchaser's sourcing of Products for sale under its own brand(s) ("**Private Label Products**"), if any.

16.2 Supplier acknowledges that legislations in the jurisdictions where Purchaser distribute the Private Label Products require Purchaser to be able to demonstrate, by written documentation, compliance with laws and regulations as well as certain engineering, testing and safety requirements. Supplier agrees to maintain and promptly provide to Purchaser upon request all documentation necessary to demonstrate the same.

16.3 Except as specifically required by Purchaser under the specifications, or as mandated by law, Supplier shall not attach any of its own trademarks, tradenames or other markings to the Private Label Products, the packaging or any manuals included with the Private Label Products that identify Supplier as the manufacturer. Unless consented to by Purchaser (or unless required by law or court order), Supplier shall not inform any third party that it is the manufacturer of the Private Label Products.

16.4 During the term of this Agreement, Purchaser hereby grants to Supplier a non-exclusive, royalty-free, non-assignable license to use the Purchaser Brands (as defined below), in each case solely in accordance with Purchaser's instructions and only to the extent necessary to manufacture and supply the Private Label Products in accordance with the specifications. As used herein, the term "**Purchaser Brands**" means any trademarks, tradenames and other brand identities belonging to Purchaser or its affiliates that are specified for inclusion in the Private Label Products pursuant to the specifications. Supplier acknowledges that Purchaser is the sole and exclusive owner of the Purchaser Brands and that any reputation or goodwill shall accrue to the sole benefit of Purchaser.

16.5 Supplier retains full ownership of all IPR in the Private Label Products which Supplier can prove ownership of upon signing of this Agreement ("**Background IPR**"). Purchaser shall be the sole and exclusive owner of all IPR (including without limitation specifications) in the Private Label Products which is developed after signing of this Agreement or before signing of this Agreement, if said development was made for the purposes of this Agreement ("**Agreement IPR**"). The legal title in Agreement IPR, including the right to license, modify and transfer such intellectual property rights to a third party, is and shall be immediately and automatically assigned and transferred to Purchaser, without charge, upon creation of the same. Supplier grants to Purchaser a royalty-free, non-exclusive, world-wide, unrestricted and irrevocable license (including the right to grant sub-licenses) to use Background IPR for the purposes of this Agreement, including but not limited to, the manufacturing, marketing, selling, supplying, importing, modifying, servicing and distribution of the Private Label Products. Supplier acknowledges that it will respect any and all Agreement IPR and that it will not use or authorize any third party to use Agreement IPR for any other purpose than required to fulfill its obligations under this Agreement.

17. Force majeure

17.1 In the event of war, fire, explosion, flood, strike (not caused by a Party requesting to be excused), riot, act of terrorism, a natural disaster or other contingency beyond the reasonable control of a Party, which in case it is the Supplier invoking this Section 17.1 is not reasonably foreseeable upon the entering into of this Agreement, causing cessation or interruption of the performance hereunder of such Party, the performance hereunder of such Party shall be excused for the period of the disability, without liability, provided that the Party unable to perform its obligations hereunder shall have, promptly after it has reason to suspect there may be an excusable delay, notified the other Party in writing of such delay, of the reason therefore and of the probable duration and consequence thereof. The Party so excused shall use its best efforts to eliminate the cause of the delay, interruption or cessation and to resume performance of its obligations hereunder with the least possible delay. If the period of disability extends for a period greater than two (2) months, then the other Party may immediately terminate this Agreement and/or an applicable Purchase Order.

18. Confidentiality

18.1 During the course of this Agreement, the Parties may gain access to valuable trade secrets and other confidential information proprietary to the other Party and its business, including the contents of this Agreement ("**Confidential Information**"). The term Confidential Information does not include information which is generally known or will become public knowledge by other means than a breach of this Agreement. The Parties shall hold in strict confidence all Confidential Information and shall not disclose it to any third party except where consented by the other Party or as reasonably required to perform the obligations under this Agreement or when forced to do so on the basis of law, stock exchange regulation or decision rendered by a court or authority having jurisdiction.

19. Miscellaneous

19.1 This Agreement constitute the entire agreement between the Parties with respect to the subject matter therein and supersede all prior agreements or arrangements, whether written or oral. This Agreement may be amended only by a written instrument executed by authorized representatives of both Parties.

19.2 The failure of either Party to enforce at any time any provision of this Agreement shall not be construed as a waiver of such provision or of the right of such Party thereafter to enforce such provision.

19.3 If any provision of this Agreement is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision of this Agreement and such provision shall automatically be replaced by a valid and enforceable provision that reflects to the greatest extent possible the common intention of the Parties.

19.4 Supplier may not delegate, assign, transfer, grant any security interest over or deal in any other manner with the benefit of all or any part of this Agreement, nor sub-contract or novate any or all of its obligations under this Agreement without Purchaser's prior written consent.

19.5 Notifications according to this Agreement must be made in writing through courier, registered letter or e-mail to the Parties' respective addresses stated in this Agreement, or to an address as a Party later may inform the other Party pursuant to the procedures of this Section. Notifications will be considered to have been received by the recipient: (i) if delivered by messenger, on delivery; (ii) if sent by registered letter, 3 days after delivery for postage; and (iii) if sent by e-mail, on dispatch.

20. Governing law and dispute resolution

20.1 This Agreement shall be governed by the substantive laws of the country in which Purchaser is incorporated (without regard to its conflict of law principles). The United Nations Convention on the International Sale of Goods shall not apply to the transactions under this Agreement.

20.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with:

- (a) the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce if the applicable country pursuant to Section 20.1 is Sweden. The arbitral tribunal shall be composed of three (3) arbitrators. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English;
- (b) the Rules of the Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce if the applicable country pursuant to Section 20.1 is Norway. The arbitral tribunal shall be composed of three (3) arbitrators. The seat of arbitration shall be Oslo, Norway. The language to be used in the arbitral proceedings shall be English;
- (c) the Arbitration Rules of the Finland Chamber of Commerce if the applicable country pursuant to Section 20.1 is Finland. The number of the arbitrators shall be three (3). The seat of arbitration shall be Helsinki, Finland, and the arbitral proceedings shall be conducted in the English language; or
- (d) the Rules of Arbitration of the International Chamber of Commerce if the applicable country pursuant to Section 20.1 is any other country than Sweden, Norway or Finland, by one or more arbitrators appointed in accordance with said Rules and the arbitral proceedings shall be conducted in the English language.