

## ITAB Group's General Conditions of Purchase (Feb. 2020)

### 1. Offer and Acceptance of Contract

1.1. The attached purchase order and any other purchase order ("**Order**") issued by an affiliate of ITAB Shop Concept AB, with company registration number: 556292-1089 and with registered address at: Instrumentvägen 2, 550 09 Jönköping, Sweden, identified on the face of the Order ("**Buyer**") is Buyer's offer to the Supplier identified on such Order and its affiliates ("**Supplier**") to enter into an agreement for the purchase of products described in the Order ("**Products**"), and incorporates and is governed exclusively by these terms and conditions (collectively, the "**Contract**").

1.2. The Buyer and Seller are individually referred to as a "**Party**" and jointly as the "**Parties**".

1.3. The Order supersedes all prior or contemporaneous agreements, orders, quotations, proposals and other communications, terms or conditions between Buyer and Supplier regarding the Products, and the Order does not constitute an acceptance of any offer or proposal made by Supplier. Any Supplier quotation, proposal, response, counter-offer or similar undertaking relating to the Products or otherwise is expressly rejected and is replaced in its entirety by the offer made through the Order. Notwithstanding the foregoing, the terms and conditions set forth in Buyer's request for quotation shall be incorporated by reference herein.

1.4. Supplier has read, understands and fully accepts the Order and the following terms and conditions, and a binding contract shall be deemed to have been created between the Parties upon Supplier doing any one of the following (i) shipping Products to Buyer, (ii) commencing any work under the Order, (iii) accepting the Order in writing or otherwise, or (iv) undertaking any other conduct that recognizes the existence of a contract with respect to the subject matter of the Order.

1.5. The Order will, together with the Contract, constitute the entire agreement between the Parties, and it is expressly agreed that no other terms and conditions of Supplier shall apply between the Parties for the purchase of Products.

### 2. Quantity, Delivery Schedule, Time Period of Order

2.1. The quantity and delivery dates of Products applicable for the Order shall be as stated on the Order, as supplemented on Buyer's delivery schedule. Unless otherwise agreed in the Order, Buyer shall provide to Supplier rolling forecasts of its expected requirement to Supplier in the delivery schedule.

2.2. Unless the Order requires Supplier to manufacture, ship and/or provide a specified quantity of Products, the Order shall be deemed a requirements contract, under which Supplier is required to supply Buyer's requirements which shall be defined as those quantities ordered by Buyer from time to time as described in written delivery schedules issued by the Buyer from time to time. The quantity specified may be for up to one hundred percent of Buyer's requirements for the Products, however, notwithstanding anything to the contrary in the Order, Supplier is obligated to provide Products to Buyer in at least the quantity and for at least the period specified in any delivery schedules, and Buyer shall have no obligation or liability beyond the quantity specified as firm in such delivery schedules. Buyer's requirements are determined by the needs of Buyer's customers and such needs may change from time to time. Any projected or estimated volumes provided by the Buyer to Supplier (including forecasted volumes in any requests for quotation) are for planning purposes only and do not represent

a commitment or obligation to purchase the estimated or forecasted volumes. Unless the Order specifically provides that Supplier shall produce one hundred percent of Buyer's requirements for the Products, Buyer shall have the right to obtain any portion of the Products from other sources.

2.3. Subject to section 2.4, and unless earlier terminated as provided herein, the Order has an initial term of twelve (12) months from its issuance (the "**Initial Term**"). At the end of the Initial Term, unless either Party has notified the other Party in writing at least six (6) months prior to the last day of that it wished to terminate the Order (in which case the Order terminates at the end of the Initial Term), the Order extends automatically by a further period of twelve (12) months and thereafter shall continue to be automatically extended by further periods of twelve (12) months, until terminated upon written notice at least six (6) months prior to the end of the current period of the Order.

2.4. If the Order specifies a volume of Products to be delivered thereunder, the Order is effective until the volume indicated in the Order has been delivered by Supplier.

### **3. Changes**

3.1. Buyer may at any time request changes, modifications or additions to the Products, design, quantity and the date or place of delivery of Products covered by the Order. Supplier shall within five (5) days send to Buyer a change proposal with information. The Parties will agree in advance if the price for the Products must be adjusted due to the request of change.

3.2. Supplier shall not make any changes in the Products design, material, specifications, processing, packing, marking, shipping, price or date or place of delivery except at Buyer's written instruction or with Buyer's prior written approval signed by an authorized representative of Buyer.

### **4. Termination**

4.1. Buyer may terminate immediately all or any part of each Order, without any liability to Supplier and Supplier shall reimburse Buyer for all costs incurred by Buyer in connection with any of the following, including without limitation attorney's and other professional fees, if the Supplier: (a) repudiates, breaches or threatens to breach any of the terms of the Order, provided that Supplier is unable to remedy that breach within five (5) Days of written notice from Buyer; (b) fails or threatens not to deliver Products or perform services in connection with the Order; (c) fails to make progress or to meet reasonable quality requirements so as to endanger timely and proper completion or delivery of Products; (d) enters or offers to enter into a transaction that includes a sale of a substantial portion of its assets used for the production of Products for Buyer or a merger, sale or exchange of stock or other equity interests that would result in a change in control of Supplier; or (e) becomes insolvent, set under receivership or bankruptcy or insolvency proceedings of any nature are commenced in relation to Supplier.

4.2. In addition to any other rights of Buyer to terminate the Order, Buyer may at its option, immediately terminate for convenience all or any part of any Order at any time and for any reason by giving written notice to Supplier. Upon termination by Buyer for convenience under this Section, Buyer shall pay to Supplier the following amounts without duplication: (a) the Order price for all finished Products which conform to the requirements of the Order and not previously paid for; (b) Supplier's reasonable actual cost of the work-in-process and parts and materials duly transferred to Buyer in accordance with this section; and (c) Supplier's reasonable actual cost incurred by cancelling its subcontracts. Buyer shall not be liable for and shall not be required to make payments to Supplier, directly or on account of claims by Supplier's subcontractors, for any other alleged losses or costs,

whether denominated as loss of anticipated profit, unabsorbed overhead or, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, general and administrative burden charges resulting from termination of the Order or otherwise. Within twenty (20) Days after the effective date of termination for convenience under this section, Supplier shall furnish to Buyer its claim for compensation, which shall consist exclusively of the items of Buyer's obligation to Supplier that are listed above, together with all supporting data. Any Supplier compensation claim after said twenty (20) Day period will not be considered by Buyer. Buyer may audit Supplier's records before or after payment to verify amounts requested in Supplier's termination claim. Notwithstanding anything herein to the contrary, Buyer's obligation to Supplier upon termination for convenience pursuant to this section shall not exceed the obligation Buyer would have had to Supplier in the absence of termination.

## **5. Delivery Time and Delay**

5.1. Supplier shall deliver the Products to Buyer on the date of delivery agreed between the Parties in the Order or in the delivery schedules. Supplier acknowledges that the time of delivery is of essence. If Supplier fails to deliver the Products on accepted date of delivery, the Buyer is entitled to demand payment of liquidated damages from Supplier in a sum that is equal to two (2) percent of the Order value per commenced week of delay. If the delay only relates to part of the delivery, the sum of liquidated damages shall be adjusted accordingly. The sum of liquidated damages shall in no case exceed twenty (20) percent of the total Order value from which the liquidated damages are calculated. Buyer may claim damages for all incurred direct and indirect losses and damages upon proof that the actual injury corresponds to a greater amount than the agreed liquidated damages.

5.2. Unless otherwise agreed, Supplier shall deliver the Products to Buyer on DDP (Incoterms 2010) and the place of delivery shall be Buyer's address.

## **6. Invoicing, Payment and Set-Off**

6.1. Supplier shall invoice Buyer upon delivery of the Products. Unless otherwise agreed, all invoices shall be paid by Buyer within sixty (60) days of the receipt of correct invoice. Each invoice shall contain purchase order number, a description of the Products, quantities, unit prices, applicable taxes and any other information specified by Buyer. For avoidance of doubt, any governmentally imposed value added tax (VAT), must be shown separately on Supplier's invoice.

6.2. Unless otherwise agreed, payment from Buyer to Supplier shall be made by credit transfer to the bank account supplied in writing by Supplier.

6.3. Supplier acknowledges that any invoice that do not comply with the provisions of section 6.1 may result in additional cost for the Buyer, for which the Buyer may demand compensation from the Supplier. In the event of dispute between the Parties, the Buyer may withhold payment related to the specific invoice.

6.4. Buyer shall be entitled to set off any amount owing at any time from Supplier to Buyer, or any of its affiliates, against any amount payable at any time by Buyer, or any of its affiliates to Supplier.

6.5. Payment of an invoice shall not constitute acceptance of the Products and shall be subject to

adjustment for errors, shortages, defects or other causes.

6.6. Prices for the Products are not subject to increase for any reason, including based upon changes in raw material or component pricing, labor, overhead, currency fluctuation or otherwise, unless specifically and expressly agreed to in writing by an authorized representative of Buyer.

## **7. Warranty and Remedies**

7.1. Supplier expressly warrants that all Products shall: (i) conform to the applicable specifications, instructions, drawings, data and samples and/or descriptions furnished to or by Buyer, including Buyer's customers; and (ii) be merchantable, of good material and workmanship and free from defects; and (iii) to the extent the design is furnished by Supplier; comply with all governmental requirements in the countries in which the Products are to be installed, or can be reasonably expected to be sold; and (iv) to the extent the design is furnished by Supplier; be free from defects in design, and v) be suitable for the intended use by the Buyer. These warranties shall be in addition to all other warranties, express, implied, or statutory. Payment for, inspection of, or receipt of Products shall not constitute a waiver of any breach of warranty.

7.2. If the Products do not meet the warranty requirements, then in addition to remedies available under applicable law, Buyer may, at its option: (i) require Supplier to replace the Products; or (ii) return the Products to Supplier and recover the purchase price; or (iii) correct the Products itself and charge Supplier the reasonable cost of correction; or (iv) return the Products to Supplier, purchase a comparable Product in the open market, and (v) charge Supplier with any reasonable cost differential (including expedited manufacturing and delivery charges, if applicable). In addition, Supplier shall compensate Buyer for any loss or damage arising out of or relating to Products that do not fulfil the requirements set out in section 7.1.

7.3. The warranties set forth in section 7.1 shall be effective for twenty-four (24) months from the date of delivery to Buyer's address as detailed on the Order.

## **8. Indemnity**

8.1. Supplier shall indemnify and hold Buyer harmless against all liabilities, costs, expenses, damages and losses and all other reasonable professional costs and expenses suffered or incurred by Buyer as a result of or in connection with: (i) any claim made against Buyer for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the supply or use of Products; (ii) any claim made against Buyer by a third party for death, personal injury or damage to property arising out of or in connection with defects in Products; and (iii) any claim made against Buyer by a third party arising out of or in connection with the supply of Products, to the extent that such claim arises out of the breach, negligent performance or failure of delay in performance of this Contract or the Order by Supplier, its employees, agents or subcontractors.

8.2. This section shall survive termination or expiration of this Contract.

## **9. Limitation of Liability**

9.1. Subject to section 9.3, Supplier's liability for any damages caused by defective Products or delayed deliveries shall, for every occurrence, be limited to the higher of: (i) the aggregated amounts paid by Buyer for the Products during the previous twelve (12) months, or, if the date of the breach is less than twelve (12) months after Contract was created, the aggregate of the amounts paid by Buyer over the period since the commencement date pro-rated to the equivalent of a twelve (12) month

period; or (ii) five hundred thousand euros (500 000 EUR).

9.2. Unless otherwise stated in this Contract or separately agreed between the Parties, and subject to section 9.3 below, in no event shall the Parties be liable for special, incidental, indirect, economic or consequential damages (including but not limited to loss or profits or revenue).

9.3. Notwithstanding sections 9.1 and 9.2, the limitations of liability shall not apply to limit:

- a) A Party's liability for damages, losses and claims arising out of such Party's gross negligence, willful misconduct or fraud; or
- b) A Party's obligation to indemnify the other Party against any third party claim for personal injury or property damage according to law or contract; or
- c) A Party's liability for damages arising out of actual or alleged infringement of third party's intellectual property rights by the Products or use thereof; or
- d) A Party's liability for a breach of its confidentiality obligations pursuant to what is stated in this Contract.

## 10. Insurance

10.1. Supplier shall obtain and maintain, at its sole expense, an adequate insurance in relation to the risks associated with the Contract. At the request of Buyer, Supplier must provide documentary evidence of the existence and validity of the insurance.

10.2. In the event Supplier fails to provide evidence of the insurance required under section 9.1 above, Buyer shall be entitled to withhold payment until Supplier does provide evidence of such insurance being in place.

## 11. Force Majeure

11.1. Neither Party shall be liable for, nor shall it be considered in breach of this Contract due to, any failure to perform its obligations under the Contract as a result of a cause beyond its control, including any act of God or a public enemy or terrorist, act of any military, civil or regulatory authority, fire, flood, earthquake, storm or other like event or any other cause which was unforeseeable when entering into this Contract and which could not have been prevented by the non-performing Party with reasonable care.

11.2. The Party claiming to be affected by Force Majeure shall notify the other Party in writing without delay in the intervention and on the cessation of such circumstance.

## 12. Confidential Information

12.1. A receiving Party shall keep close all information disclosed by the other Party, with regard to the disclosing Party's business, ("**Confidential Information**"), in confidence and the receiving Party shall use such Confidential Information only for the purposes set out in this Contract and in the Order and shall not disclose such Confidential Information to third parties except to those of the receiving Party's affiliates, employees and contractors who are required to have access thereto for the purposes set out in this Contract and in the Order (i.e. on a need-to-know-basis), and the only if such employees or contractors are obligated to observe the confidentiality of such information.

12.2. The restrictions in section 12.1 on the use and disclosure of Confidential Information shall not apply in the following cases: (i) where the information was public knowledge at the time of its disclosure

or has become public knowledge thereafter through no fault of the receiving Party. (ii) where the information was already known to the receiving Party prior to disclosure by the other Party; or (iii) to information which following its disclosure by a Party hereunder was disclosed and who did not acquire the information from the disclosing Party in confidence.

12.3. The Parties' obligations under section 12.1 shall remain in force for a period of ending five (5) years from the last delivery performed by Supplier.

12.4. If a delivery is terminated for any reason whatsoever, each Party shall upon request by the other Party return any Confidential Information (including all copies, summaries and extracts thereof) furnished by the disclosing Party in connection with the transactions contemplated hereby.

12.5. Supplier may not make public the business relationship between the Parties through advertising or in any other way without prior written consent of Buyer.

### **13. Spare Parts**

13.1. Supplier shall keep available spare parts for the Products during the term of the Order and for a period of five (5) years after the Order is terminated.

### **14. Compliance**

14.1. Supplier shall comply with all applicable domestic and foreign laws and regulations relating to Supplier's performance of its obligations under this Contract and under each Order. All materials used in the manufacture of the Products shall satisfy current applicable governmental, environmental and safety standards and regulations applicable in the country of manufacture, sale and use.

14.2. Supplier undertakes to comply with all provisions of the latest version of the Buyer's Code of Conduct and other relevant documents, available at <https://itab.com/en/about-itab/sustainability/> and incorporated hereto by reference.

### **15. Privacy**

15.1. To the extent this Contract involves processing of personal data, the Parties shall follow and perform such processing in accordance with the provisions as stipulated in the General Data Protection Regulation EU 2016/679 ("GDPR").

### **16. General**

16.1. No amendment, modification, termination or waiver of any provision of this Contract, and no consent to any departure by either Party therefrom, shall under any circumstances be effective unless the same shall be in writing and signed by both Parties, which must include the signature of an authorized representative of Buyer, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on Supplier in any event, case or occurrence, shall of itself entitle Supplier to any other or further notice or demand in any similar or other circumstances.

16.2. If any provision hereof or any part provision is or is held by any competent court or authority to be invalid or unenforceable, such provision or part provision will be deemed severed and omitted, the

remaining portions hereof continuing in full force and effect. If required, Buyer and Supplier shall replace such invalid or unenforceable provision with a valid and enforceable provision having similar economic consequences, provided that the content of this Contract is not materially altered.

16.3. No course of dealings between Supplier and Buyer or any delay or omission of Buyer to exercise any right or remedy granted under this Contract shall operate as a waiver of such rights.

## 17. Governing law and jurisdiction

17.1. Unless otherwise agreed, if the location of Buyer from which the Order is issued is in Europe, then any dispute, controversy or claim arising out of or in connection with the Order, this Contract, or the execution, 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 arbitral tribunal shall be composed of three (3) arbitrators. The seat of arbitration shall be Gothenburg. The language to be used in the arbitral proceedings shall be English. This Contract and/or the Order shall be governed by the substantive law of Sweden. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

17.2. Unless otherwise agreed, if the location of Buyer from which the Order is issued is in North-, Central- or South America, then any dispute, controversy or claim arising out of or relating to the Order, this Contract, including the validity, invalidity, breach, or termination thereof, shall be finally settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce. The arbitral tribunal shall be composed of three (3) arbitrators. The seat of the arbitration shall be Zurich. The arbitral proceedings shall be conducted in English. This Contract and/or the Order shall be governed by the substantive law of Switzerland. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

17.3. Unless otherwise agreed, if the location of Buyer from which the Order is issued is in Asia, Except in China, then any dispute, controversy or claim arising out of or relating to the Order or this Contract, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force and as may be amended by the rest of this clause.

The appointing authority shall be Singapore International Arbitration center. The place of arbitration shall be in Singapore. There shall be only one arbitrator. Any such arbitration shall be administered by SIAC in accordance with SIAC Procedures for Arbitration in force at the date of this contract including such additions to the UNCITRAL Arbitration Rules as are therein contained. The language to be used in the arbitral proceedings shall be English.

This Contract and/or the Order shall be governed by the substantive law the country where the Buyer has its registered office. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

17.4. Any dispute, controversy or claim arising from or in connection with this Order or Contract, including any question regarding its existence, validity or termination, shall be submitted to the China International Economic and Trade Arbitration Commission ("CIETAC") before the Shanghai Sub-commission for arbitration, which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding on the parties.

The place of arbitration shall be in the city of Shanghai. The language of the arbitration shall be English. The tribunal shall consist of three arbitrators. One arbitrator shall be appointed by each party. The presiding arbitrator shall be appointed by agreement between the parties or, failing agreement within 20 days of the appointment of the two party-appointed arbitrators, in accordance with CIETAC's

arbitration rules. The presiding arbitrator shall not be a national of the People's Republic of China. To the fullest extent permitted under the CIETAC arbitration rules, any arbitrator to the arbitration (including any arbitrator appointed by CIETAC) may be nominated and appointed from outside CIETAC's panel of arbitrators.

This Contract and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of the People's Republic of China.

17.5. The existence of any dispute or difference or the initiation or continuation of any proceedings shall not postpone or delay the performance by the parties of their respective obligations pursuant to the Order or this Contract. Supplier shall not restrict or threaten to restrict or stop supply to any Buyer as a remedy for any dispute or disagreement.

17.6. For the avoidance of doubt, the provisions herein shall not preclude a Party from seeking injunctive relief, interlocutory order or other intermediary decisions from any competent court of law.