1 PREamble
These Terms shall apply to purchase of goods and/or services as set forth by a purchase order ("Order") issued by the affiliate or subsidiary of Rosti Group AB identified on the Order ("Buyer"). The offer identified on such Order and its applicable affiliates and subsidiaries ("Supplier") to enter into an agreement for the purchase of goods and/or services described in the Order, and incorporates and is governed exclusively by these terms and conditions (collectively, the "Terms"). The Supplier acknowledges and agrees that the Order shall be binding only on the specific Buyer identified on the Order as the purchaser of the Goods, and that neither Rosti Group AB nor any of its affiliates or subsidiaries, except for Buyer, shall be parties to or guarantors of any obligations or liabilities of Buyer under the Order.

2 DEFINITIONS
In these Terms, the following definitions apply:

Contract: the contract between the Buyer and the Supplier for the sale and purchase of the Goods in accordance with these Terms.

Delivery Date: the date specified in the Order, or, if none is specified, within 30 days of the date of the Order.

Delivery Location: the address for delivery of Goods as set out in the Order.

Goods: the goods, products, services components (or any part of them) set out in the Order.

Specification: any specification for the Goods, including any related plans and drawings, provided by the Buyer to the Supplier.

3 BASIS OF CONTRACT
3.1 These Terms apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3.2 The Order shall be deemed to be accepted on the earlier of (a) the Supplier issuing a written acceptance of the Order within 48 hours; and (b) the Supplier doing any act consistent with fulfilling the Order, at which point the Contract shall come into existence.

3.3 Any project or estimated volumes provided by the Buyer to the 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 specifically agreed in writing.

4 GOODS
4.1 The Supplier shall ensure that the Goods (a) correspond with their description and any applicable Specification; (b) be of specified and satisfactory quality and fit for any particular purpose held out by the Supplier or made known to the Supplier by the Buyer expressly or by implication, and in this respect the Buyer relies on the Supplier's skill and judgement; (c) where they are manufactured products, be free from defects in design, material and workmanship and remain so for 36 months after delivery; and (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

4.2 These warranties shall be in addition to all other warranties, express, implied, or statutory. Payment for or return of, or receipt of goods or services shall not constitute a waiver of any breach of warranty. These warranties may be exercised by the Buyer and/or its successors, assigns or customers.

4.3 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

4.4 The Buyer may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract. If following such inspection or testing the Buyer considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 4.1, the Buyer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance. The Buyer may conduct further inspections and tests after the Supplier has carried out its remedial actions. Any sorting cost shall be at the Suppliers cost.

4.5 The Buyer may make changes, or to cause the Supplier to make changes, to designs, drawings, specifications, samples, descriptions, methods of packing, shipping, labelling and the date or place of delivery of the Goods covered by the Order. The Supplier will not make any change in the Goods’ design, material, specifications, processing, packing, marking, shipping, pricing 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.

5 DELIVERY
5.1 Supplier acknowledges that delivery times, quality and quantities are of the essence.

5.2 The Supplier shall ensure that (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition; (b) each delivery of the Goods is accompanied by the delivery note which shows the date of the Order, the Buyer order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the balance of Goods remaining to be delivered; and (c) the Supplier shall also advise the Buyer in writing of corrective measures which the Supplier is taking to minimise the effect of such occurrence.

5.5 Unless otherwise agreed, delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location in accordance with DDP INCOTERMS 2010.

5.6 If the Supplier delivers more or less than the quantity of Goods ordered, and the Buyer accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.

6 REMEDIES
6.1 If the Goods are not delivered on the Delivery Date, or do not comply with the undertakings set out in clause 4.1, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, the Buyer may exercise any one or more of the following remedies:

(a) to terminate the Contract;
(b) to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
(c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
(d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
(e) to recover from the Supplier any costs incurred by the Buyer in obtaining substitute goods from a third party; and
(f) to claim damages for any other costs, loss or expenses incurred by the Buyer which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.

6.2 If the Goods are not delivered on the Delivery Date the Buyer may at its option claim or accept 15% of the price of the Goods for each week's delay in delivery. The Supplier shall, in addition, liquidated damages, up to a maximum of 10% of the total price of the Goods. If the Buyer exercises its rights under this clause 6.2, it shall not be entitled to any of the remedies set out in clause 6.1(a)-(d) in respect of the Goods' late delivery (but such remedies shall be available in respect of the Goods' condition).

6.3 These Terms shall apply to any repaired or replacement Goods supplied by the Supplier.

6.4 The Buyer's rights and remedies under these Terms shall be cumulative with and in addition to its rights and remedies implied by statute, law or other equitable remedies.

7 TITLE AND RISK
Title and risk in the Goods shall pass to the Buyer on completion of delivery.

8 PRICE AND PAYMENT
8.1 The price of the Goods shall be the price set out in the Order and as subsequently confirmed by the Parties.

8.2 The price of the Goods (a) excludes amounts in respect of value added tax ("VAT"), which the Buyer shall add, if applicable, to the price of the Goods at the prevailing rate, subject to the receipt of a valid VAT invoice; and (b) includes the costs of packaging, insurance and carriage of the Goods.

8.3 No extra charges shall be effective unless agreed in writing with the Buyer.

8.4 The Supplier may invoice the Buyer for price of the Goods plus VAT at the prevailing rate (as aplicable) on or at any time after the completion of delivery. The Seller shall ensure that the invoice includes the date of the Order, the invoice number, the Buyer's order number, the Supplier's VAT registration number, and any supporting documents that the Buyer may reasonably require.

8.5 Unless otherwise agreed, the Buyer shall pay correctly rendered invoices within 90 days of receipt of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier.

8.6 The Buyer may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to the Buyer against any liability of the Buyer to the Supplier.

9 CUSTOMER MATERIALS
The Supplier acknowledges that all materials, equipment and tools, drawings, Specifications and data supplied by the Buyer to the Supplier (Buyer Materials) and all rights in the Buyer Material are and shall remain the exclusive property of the Buyer. The Supplier shall keep the Buyer Materials in safe custody at its own risk, maintain them in good condition until returned to the Buyer, and not dispose or use the same other than in accordance with the Buyer's written instructions or authorisation.

10 INDEMNITY
10.1 The Supplier shall keep the Buyer indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Buyer as a result of or in connection with: (a) any claim made against the Buyer for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the supply of or use of the Goods, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; (b) any claim made against the Buyer by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and (c) any claim made against the Buyer by a third party arising out of or in connection with the supply of the Goods, to the extent that such claim arises out of the breach, negligence, performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.

10.2 This clause 10 shall survive termination of the Contract.

11 INSURANCE
During the term of the Contract and for a period of 36 months thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance.
insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Buyer's request, procure that any other person associated with the Supplier (Supplier Affiliates) complies, with (a) all applicable laws, statutes, regulations and codes from time to time in force; (b) generally applied or recognised CSR and environmental regulations, (c) the Rosti Group's Code of Conduct and CSR policies (jointly Relevant Requirements) and (d) ensure that Supplier and Suppllier Affiliates does not engage in any activity, practice or conduct which would constitute an offence under the Relevant Requirements. The Buyer may immediately terminate the Contract for any breach of clause 13.

13.2 Buyer may, directly and indirectly, conduct compliance audits at Supplier's site at any time. Supplier shall provide Buyer reasonable access to the site, review and audit the site, where the Products are handled, tested, stored, distributed, designed and/or manufactured. The Supplier shall provide such supporting evidence of compliance as the Buyer may reasonably request. Supplier agrees to cooperate and ensure traceability of Relevant Requirements, to maintain and record all traceability documentation for five years, and to provide such documentation to the Buyer upon request.

13.3 Supplier warrants that, to its knowledge, (i) no tantalum, tin, tungsten and/or gold (“Conflict Minerals”), contained in any Good, originated from the DRC or an adjoining country, unless the Conflict Minerals were processed by a facility listed as compliant pursuant to the CSM Conflict-Free Smelter Program; and (ii) no foreign public officials as direct or indirect owners or officers or employees (politically exposed person) at the date of this agreement and will notify the Buyer of any changes of this warranty.

13.4 The Supplier shall notify the Buyer as soon as it becomes aware of any actual, potential or suspected breach whether by the Supplier or elsewhere in a supply chain which has a connection with this Contract.

13.5 The Supplier shall prepare and deliver to the Buyer, reports (signed by an authorised officer) confirming compliance with the Relevant Requirements at the Buyer's request.

13.6 The Supplier shall indemnify the Buyer against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, the Buyer as a result of any breach of the Relevant Requirements.

14 LIMITATION OF LIABILITY

14.1 The Buyer's liability for any claim of any kind, or for any damage arising out of or in connection with or resulting from this Agreement, through delict or law, or from the performance or breach thereof, shall in no case exceed the price allocable to any Product or any part thereof which gives rise to the claim.

14.2 The Buyer shall not be liable for any indirect, incidental or consequential losses, costs or damages, including without limitation for any loss of production or profit, loss of use, loss of data, loss of contracts, whether on account of defects, performances, non-performances, delays, use or disposal of the Product or otherwise.

14.3 The limitation of the Buyer's liability in this section shall not apply where the Buyer has been guilty of gross negligence and only to the extent permitted by mandatory law.

15 TERMINATION

15.1 Unless earlier terminated as provided herein, the Order has an initial term of twenty four (24) 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 twelve (12) months prior to the last day of that term that it wishes 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 in accordance with the other sections of these Terms or upon written notice served at least twelve (12) months prior to the end of the then current period of the Order.

15.2 The Buyer may terminate the Contract in whole or in part at any time before delivery with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. The Buyer shall pay the Supplier fair and reasonable compensation for any approved work in progress on the Goods at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

15.3 Without limiting its other rights or remedies, the Buyer may terminate the Contract with immediate effect by giving written notice to the Supplier if:

(a) the Supplier commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 15 days of that party being notified in writing to do so; or

(b) the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than a relation to a solvent restructuration), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuration), having a receiver appointed to any of its assets or ceasing to carry on business on or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or

(c) the Supplier takes any step or action in connection with the Supplier being made bankrupt, entering any composition or arrangement with his creditors, having a receiver appointed to any of its assets, or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or

(d) the Supplier suspends, or threatens to suspend, or ceases to threaten to cease to carry on all or a substantial part of its business; or

(e) the Supplier's financial position deteriorates to such an extent that in the Buyer's opinion the Supplier's capability to adequately fulfill its obligations under the Contract has been placed in jeopardy.

15.4 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

15.5Clauses that expressly or by implication survive termination of the Contract shall continue in full force and effect.

16 FORCE MAJEURE

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from an event, circumstance or cause beyond its reasonable control. If the period of delay or non-performance continues for four (4) weeks, the party not affected may terminate this Contract by giving 30 days' written notice to the affected party.

Version 2017-1