

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 order is Buyer’s offer to the seller 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.

A reference to (a) a statute or statutory provision is a reference to such statute or provision as amended or re-enacted; (b) a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted; (c) writing or written includes emails.

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 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 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 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 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, assignees 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, 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.

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 a delivery note which shows the date of the Order, the 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 outstanding balance of Goods remaining to be delivered; and (c) if the Supplier requires the Buyer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier, unless otherwise mutual agreed.

5.3 The Supplier shall deliver the Goods: (a) on the Delivery Date; (b) at the Delivery Location; and (c) during the Buyer’s normal business hours, or as instructed by the Buyer.

5.4 The Supplier will inform the Buyer immediately of any occurrence which will or may result in any delay of delivery at any time or which will or may result in the Supplier’s inability to fulfil the quantities specified in the Order and/or delivery schedules. The

Supplier shall also advise the Buyer in writing of corrective measures which the Supplier is taking to minimize 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 deduct 1% of the price of the Goods for each week’s delay in delivery by way of 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 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 subsequent 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 additionally be liable to pay to the Supplier 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 (if applicable) on or at any time after the completion of delivery. The Supplier 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 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, negligent 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

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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, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

12 CONFIDENTIALITY

A party (Receiving Party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives (regardless of form) which are of a confidential nature and have been disclosed to the Receiving Party by the other party (Disclosing Party), its employees, agents or subcontractors, and any other confidential information (regardless of form) concerning the Disclosing Party's business, its products and services which the Receiving Party may obtain. The Receiving Party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The Receiving Party may also disclose such of the Disclosing Party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 12 shall survive termination of the Contract.

13 COMPLIANCE WITH RELEVANT LAWS AND POLICIES

13.1 When performing its obligations under the Contract, the Supplier shall comply, and shall 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 Supplier 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 inspect, review and audit the site(s) where the Products are tested, handled, 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 [CFSI 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 costs, losses 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 disposition of the Products 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 in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), 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

(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 his 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 or threatens 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 fulfil 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.

15.5 Clauses 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.

17 GENERAL

17.1 **Assignment and other dealings.** The Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Buyer.

17.2 **Subcontracting.** The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of the Buyer. If the Buyer consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

17.3 **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

17.4 **Variation.** Except as set out in these Terms, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Buyer.

17.5 **Waiver.** A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17.6 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion under this clause shall not affect the validity of the rest of the Contract.

17.7 **Notices.** Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

17.8 **Third party rights.** No one other than a party to this agreement and their permitted assignees shall have any right to enforce any of its terms.

17.9 **Governing law.** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of the place of business of the Buyer.

17.10 **Jurisdiction.** Each party irrevocably agrees that the courts of the place of business of the Buyer shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims). However, Buyer may also take legal action against the Supplier at the Supplier's place of business.