

DUNI GROUP - GENERAL PURCHASING CONDITIONS

1. INTRODUCTION

- 1.1 These general purchasing conditions ("**General Purchasing Conditions**") shall apply on all quotations, offers, orders and agreements relating to the purchase of goods (the "**Goods**") by Duni AB and any legal entity within the Duni group ("**Duni**") from the supplier (the "**Supplier**").
- 1.2 Unless otherwise is specifically agreed between the parties in writing, the following conditions shall take precedence over any conflicting or deviating terms and conditions provided by the Supplier.

2. SALE AND PURCHASE

- 2.1 Duni shall issue a purchase order for Goods in writing (each a "**Purchase Order**") to the Supplier specifying the Goods required, quantity, delivery date, contact person, delivery address, any special instructions or terms and to whom the invoice shall be addressed. The Purchase Order shall be considered confirmed by the Supplier in the following events:
- (a) if the Supplier within five (5) business days from the receipt of Duni's Purchase Order returns an order acknowledgement; or
 - (b) if the Supplier delivers the Goods in accordance with Duni's Purchase Order without having returned an order acknowledgement.
- 2.2 In case of the Supplier's acceptance of Duni's Purchase Order in accordance with 2.1 above, these General Purchasing Conditions and any specification of the Goods enclosed to the Purchase Order, are accepted by the Supplier and agreed between the parties.

3. PRICES AND TERMS OF PAYMENT

The prices stated are fixed prices. The Supplier shall not be entitled to add invoicing charges or other additional charges not agreed upon by the parties. Duni shall pay all undisputed invoices within ninety (90) days, end of month, from the date of invoice or from the date of delivery of the Goods, whichever comes later. Annual interest on delayed payment shall be paid on the sum overdue until payment is made at the applicable Swedish reference rate (Sw. *referensränta*) with an addition of two (2) percentage units.

4. DELIVERY DOCUMENTS AND PACKING

The price shall include the cost of packing and wrapping or other protection required under normal transport conditions to prevent damage to or deterioration of the Goods while in transit to Duni. The Goods shall be packed and marked in accordance with Duni's instructions. The Purchase Order number and product numbers shall be set out in the shipping documents.

5. TERMS OF DELIVERY

The term of delivery stated on the Purchase Order shall be interpreted in accordance with INCOTERMS 2020.

6. CONFIDENTIALITY

The Supplier shall maintain strict confidentiality and not, without Duni's prior consent, disclose to any third party any confidential information of Duni. Confidential information shall include, but not be limited to, any information concerning Duni's business whatsoever that is not in the public domain, including information regarding Duni's purchase volumes and intervals, purchase prices, discounts, profit margins, end customers etc.

7. OBLIGATION TO NOTIFY IN CASE OF DELAYS

If the Supplier has reason to believe that the agreed delivery date cannot be met, the Supplier shall immediately notify Duni in writing, stating the reason for the delay and the Supplier's best estimate of when delivery can be made. Such notification shall not limit the Supplier's liability according to the agreement between the parties, including these General Purchasing Conditions and the Purchase Order with enclosures, or applicable law. If the Supplier fails to give such notice, it shall reimburse Duni for any additional expenses caused thereby.

8. DELAYED DELIVERIES

If the Goods are not delivered within the time agreed upon, Duni shall be entitled to liquidated damages for the delay amounting to two (2) per cent of the price of the Goods delayed for each commenced week of delay calculated from the agreed date of delivery to the date of actual delivery, up to a maximum amount of liquidated damages for delay corresponding to fifteen (15) per cent of the price of the Goods delayed. The Supplier shall pay the liquidated damages for delay to Duni within fourteen (14) days from Duni's notice hereof. Duni shall further have the right to claim damages from the Supplier if Duni's damage due to the delay is greater than the amount of liquidated damages received for said delay. Regardless of this right to liquidated damages, Duni shall be entitled to cancel the purchase on account of the delay, provided that the delay is not insignificant.

9. INSPECTION OF GOODS, QUALITY, ETC.

The Goods shall meet the requirements agreed between the parties as well as those requirements set out by law and regulations in the countries where the production, transport, use or sale of the Goods take place. The Goods shall furthermore meet the technical standards and the environmental- and market standards that the parties have agreed on, and in addition what follows from established practice between the parties or otherwise from good and generally accepted commercial or technical practice. Duni shall be entitled to inspect the Goods and the production thereof, including the Supplier's quality assurance system, at the premises of the Supplier or at the premises of the Supplier's subcontractors. The Supplier shall following a special request thereof by Duni furnish Duni with a certificate for delivered Goods stating that the Goods conform to all requirements mentioned above.

10. DEFECTIVE GOODS

Defective Goods may be rejected, wholly or in part, and returned at the Supplier's risk and expense during a warranty period of eighteen (18) months starting from the delivery of the respective Goods. In such cases the Supplier shall be obliged to replace the Goods with Goods that are free from defects unless Duni cancels the purchase, wholly or in part.

11. PRODUCT LIABILITY

The Supplier agrees to hold Duni harmless from and against all consequences of any and all claims, suits, actions or demands caused by death or by personal injuries or damage to any property or any other losses caused by a safety defect in the Goods, asserted against Duni directly or indirectly from any third party. Additionally, the Supplier shall provide the necessary assistance, as reasonably determined by Duni, to Duni in case of any decision, including, without limitation, regarding any recalls by any authority.

12. EXPORT AND IMPORT

The Supplier is responsible for obtaining and maintaining, at its own cost and expense, all relevant authorizations as well as any

export license(s) required for delivery of the Goods to Duni according to the Purchase Order. The Supplier shall issue all other documents reasonably requested by Duni regarding export and import of the Goods, such as certificate of product origin, origin of preference and export classification.

13. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

The Supplier guarantees that Duni may market, use and sell the Goods throughout the world as part of Duni products or solutions or otherwise, without this constituting an infringement of any patents or other intellectual property rights. The Supplier undertakes to indemnify Duni for whatever loss that Duni may incur due to a breach of this guarantee.

14. DOCUMENTATION AND DUNI TOOLS

Any documentation, such as documents, drawings, and other data bearing media, submitted to the Supplier by Duni shall remain Duni's exclusive property and shall be immediately returned to Duni upon request.

In the case Duni has made available or has let the Supplier on behalf of Duni and at Duni's expense purchase or manufacture tools, molds, models, clichés, equipment or equivalents. ("**Duni Tools**"), the following shall apply. All Duni Tools and all drawings, technical documents, software programs and other documents and information relating thereto shall at all times be the property of and vest in Duni and shall be returned to Duni when the Supplier does not longer require the Duni Tools for fulfilment of its undertakings towards Duni or upon Duni's request. Furthermore, the Supplier shall at all times keep Duni Tools clearly marked and separated from other tools and otherwise comply with any instructions regarding the Duni Tools provided by Duni. The Supplier shall keep the Duni Tools sufficiently insured and stored. Duni Tools may not be used for manufacture for the Supplier's own account or for the account of a third party.

15. AMENDMENTS AND ADDITIONS

Amendments or additions to a Purchase Order shall be valid only if agreed in writing by both parties.

16. FRAMEWORK SUPPLY AGREEMENT

Between Duni and such Suppliers with whom Duni has an extensive contractual relationship, a framework supply agreement is often entered into. In the case the Supplier and Duni should enter or have entered into such framework supply agreement, the more extensive provisions of such framework supply agreement shall in full replace these General Purchasing Conditions as being the terms and conditions in force between the parties.

17. FORCE MAJEURE

- 17.1 A party shall be released from liability (i) in the event that the fulfilment of an obligation under these General Purchasing Conditions is prevented or delayed due to extraordinary circumstances beyond the party's control, for example sudden actions imposed by a public authority, general labour disputes, war or conscription, wildfire, flooding or any other natural disaster, or a similar circumstance of a substantial magnitude resulting in the disruption of the party's operations; (ii) provided that circumstance in question could not reasonably have been foreseen; and (iii) provided that the effects resulting from the circumstance in question could not have been prevented or overcome, ("**Force Majeure**"). An event affecting a party's subcontractor shall be deemed a Force Majeure event if it would have been a Force Majeure event hereunder had it affected the party itself. A party which is unaffected by a Force Majeure event may suspend its performance until the prevented party fulfil its obligations.
- 17.2 A party loses its right to claim relief for Force Majeure if it does not without undue delay after it realises or should have realised that a case of Force Majeure exists notify the other party in writing specifying the nature and extent of the circumstances giving

rise to the event of Force Majeure. When the Force Majeure event has ceased, the other party shall be notified thereof.

18. DISPUTES

- 18.1 These General Purchasing Conditions and all Purchase Orders issued hereunder shall be governed by the laws of Sweden, without regard to its principles of conflicts of laws. The United Nations Convention for the International Sale of Goods (CISG) of 11 April 1980 shall not be applicable between the parties.
- 18.2 Any dispute, controversy or claim arising out of or in connection with these General Purchasing Conditions and all Purchase Orders issued hereunder or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce ("**SCC**"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one (1) or three (3) arbitrators. The seat of arbitration shall be Malmö, Sweden. The language to be used in the arbitral proceedings shall be English.