

ACTIA Nordic AB GENERAL TERMS OF PURCHASE MA 0062 issue 2

1 Technical and other regulations

- 1.1 The technical and other regulations specified in the request to quote/order or documents attached thereto shall apply to the supply.
- 1.2 The supplier must be held liable for the expenses and damage that may be caused to Actia Nordic AB as a result of his neglecting to observe such regulations.

2 Quality and Environmental

- 2.1 The supplier must be certified according to ISO 9001:2000.
- 2.2 The supplier must have an environmental management system according to ISO 14001 or similar.
- 2.3 Once a final production sample has been approved by Actia Nordic, the function, appearance, properties, materials and manufacturing methods may not be changed without the approval of Actia Nordic AB.
- 2.4 Actia Nordic AB's approval of final samples shall not affect the supplier's liability under warranty.
- 2.5 The supplier shall be liable to report at once any observed or apprehended defects in products that have not been delivered to Actia Nordic AB.

3 Monitoring of manufacturing

- 3.1 Actia Nordic AB shall be entitled to inspect the supplier's manufacturing, carry out tests and make other necessary investigations on the supplier's premises.
- 3.2 The supplier shall reserve unto Actia Nordic AB corresponding rights where manufacturing is put out, wholly or in part, to another company.

4 Warranty

- 4.1 The supplier warrants that the products supplied will be properly made in a workmanlike manner and that they meet the requirements laid down by Actia Nordic AB. The supplier shall replace or adjust defective products free of charge or, at Actia Nordic AB's option, compensate Actia Nordic AB for the value of such products together with any expenses for adjustment and inspection.
- 4.2 In the event of Actia Nordic AB considering that it is itself able to adjust defective products or alternatively to introduce a general inspection to sort out accepted articles, the supplier shall be so informed by Actia Nordic AB. The supplier having given his consent, such adjustment or general inspection shall be carried out at his expense.
- 4.3 In the case of urgency, Actia Nordic AB shall be entitled, having advised the supplier, to adjust defective products or to introduce a general inspection to sort out accepted articles at the supplier's expense without awaiting the latter's approval.
- 4.4 Individual defective products shall be settled with the supplier in accordance with the terms of this agreement at suitable times, but in any event at least once a year.
- 4.5 The supplier shall compensate Actia Nordic AB for the carriage on defective products supplied and, if such products are returned to the Supplier, the return carriage in addition.
- 4.6 The supplier shall also be liable to pay the extra carriage for urgent delivery arising from defective products.
- 4.7 The warranty shall apply for 24 months taken from the time the product was put into service by being delivered to the end user.
- 4.8 If a latent defect in a product supplied is observed within the warranty period, the supplier shall be liable for defects of the same type in products supplied under the agreement observed after the expiry of the warranty period.

5 Deliveries

- 5.1 Deliveries shall be made strictly in accordance with Actia Nordic AB's delivery plans or as separately agreed.
- 5.2 Quantities delivered in excess of those called-off may be returned to the supplier at his expense.
- 5.3 Actia Nordic AB accepts no liability for products delivered early.
- 5.4 The supplier shall immediately report any observed or apprehended event that may affect delivery.
- 5.5 In the absence of any specific provision to the contrary, Actia Nordic AB shall be entitled, in the event of the supplier not delivering the product ordered at the proper time, to a penalty amounting to 1 % of that part of the contractual price and any surcharges as are attributable to the costs of delay caused by non-delivery, for each week for which the delay persists.

- 5.6 Actia Nordic AB will hold the supplier liable for any additional carriage costs that may need to be paid in order for delayed deliveries to arrive at Actia Nordic AB in time.

6. Cancellation

- 6.1 Where products are delivered late and where defective products are not adjusted or replaced within a reasonable time, Actia Nordic AB shall be entitled to cancel the entire agreement or that part of it that relates to the delayed or defective products.
- 6.2 Expenses attributable to cancellation of the agreement as provided by clause 6.1 shall be made good by the supplier.
- 6.3 Should the supplier become insolvent, Actia Nordic AB shall be entitled to cancel the contract immediately, wholly or in part.

7. Technical changes

- 7.1 Actia Nordic AB reserves the right to change the design of the products ordered. Any difference in price and/or delivery time arising from such change shall be by common agreement and confirmed in writing.

8. Confidentiality

- 8.1 All information furnished by Actia Nordic AB is confidential and may not be used for any purpose other than for fulfilment of Actia Nordic AB's order. It may not be shown to or used by any person other than such of the supplier's staff as are directly engaged in fulfilment of the order.
- 8.2 Save with Actia Nordic AB's written consent, the supplier may not advertise or otherwise state publicly that he supplies or has concluded an agreement to supply Actia Nordic AB.

9. Payment

- 9.1 The time for payment shall be taken from the arrival of the invoice at Actia Nordic AB.
- 9.2 The fact of payment being made shall not imply acceptance of the delivery.

10. Grounds for relief (force majeure)

- 10.1 Neither of the parties shall be bound by any undertakings made if performance thereof is prevented by force majeure, which shall include, *inter alia*, industrial disputes, strikes, lock-outs, riot, insurrection, conflagration, inundation, war or sequestration, or if performance is prevented by any act or provision of the civil power or by any other circumstance outside the control of the parties.
- 10.2 If delay in delivery by reason of one of the above circumstances amounts to more than six months, the parties shall be at liberty to cancel such part of the agreement as relates to delay or unmade deliveries without attracting any liability toward the other party.

11. Partial validity of the terms of purchase

- 11.1 In the event of any clause of these terms being deemed to be unlawful and/or invalid under applicable local legislation, only that clause shall be deemed to be invalid whereas the remainder of the terms shall continue to apply.
- 11.2 In such event the parties shall do their utmost to arrive at an agreement on a new term that replaces that declared invalid and whose purport gives the same or a similar result.

12. Disputes, applicable law

- 12.1 Disputes relating to the formation, interpretation and application of this agreement or to agreements and legal relations flowing therefrom shall be determined by arbitration in accordance with the rules on simplified arbitration proceedings of the Arbitration Institute of Stockholm Chamber of Commerce. In the event of the sum claimed in the matter exceeding SEK 5 million, the dispute shall, however, be determined by arbitration in accordance with the rules on arbitration of the Arbitration Institute of Stockholm Chamber of Commerce.
- 12.2 The above notwithstanding, a party may commence proceedings before a competent Swedish public court that obviously do not, at the time such proceedings are commenced, relate to a sum higher than 10 times the base amount as provided by the National Insurance Act (1962:381).
- 12.3 All disputes arising from this agreement shall be judged in accordance with Swedish law.