

## EWELLIX GENERAL PURCHASING TERMS FOR PRODUCTS

V. 202105

### 1. BACKGROUND, SCOPE AND EXTENT OF THESE GENERAL PURCHASING TERMS

- 1.1 Ewellix (i.e. the purchasing entity specified in an Order) and the Supplier (i.e. the selling entity specified in an Order) (each a “**Party**” and together the “**Parties**”) have agreed that the Supplier shall deliver products and additional services to Ewellix in accordance with these general purchasing terms (“**General Terms**”).
- 1.2 The purpose of these General Terms is to govern the delivery of the products (“**Products**”) which Ewellix has ordered by sending a written order to the Supplier (“**Order**”).
- 1.3 These General Terms shall apply to each purchase of Products which Ewellix places with the Supplier.

### 2. ORDERING AND ORDERS

- 2.1 Ewellix shall order the Products by sending an Order to the Supplier.
- 2.2 The Supplier shall be deemed to have accepted the Order at the earlier date of (i) the Supplier notifying Ewellix of its acceptance or (ii) in absence of such notice, [5] workdays after the Supplier’s receipt of the Order. Once an Order is deemed to have been accepted by the Supplier, it shall be binding on the Parties.
- 2.3 Upon request of the Supplier, Ewellix may give a prognosis of requested annual purchase volume of the Products. Such a prognosis is an assessment only and shall in no way be binding on Ewellix.
- 2.4 Should these General Terms and the Order contain any contradictory provisions, the provisions of the Order shall apply before these General Terms.

### 3. PRICE AND TERMS OF PAYMENT

- 3.1 Unless otherwise agreed, payment shall be made in [SEK (Swedish kronor)]. Payment shall be effected within [60] days of the later of the date of delivery and the date of the invoice. In order for payment to be effected within the stipulated time, the invoice shall contain the correct recipient and any other, for Ewellix, pertinent information such as the order number and item numbers. If the invoice cannot be paid on time due to pertinent information being left out, Ewellix shall not have any liabilities for the delayed payment.
- 3.2 Any relevant customs, charges or taxes shall be included in the total price of the Products unless otherwise explicitly agreed by the Parties. The Supplier shall furnish Ewellix with any required documentation and any relevant information which Ewellix may require to establish taxes paid, and for tax accounting and repayment of VAT.
- 3.3 Unless otherwise agreed in writing between the Parties, any prices shall include packing and freight charges.
- 3.4 Supplier shall, within ten (10) days from Ewellix’ request, provide Ewellix with a cost breakdown of the Product price specifying the costs for raw material, labor, packaging/containerization (expendable/returnable packaging), transportation and other relevant factors.
- 3.5 Supplier warrants that the prices for the Products are competitive, and are not and will not be less favorable to Ewellix than the prices charged by Supplier to any other of its buyers, provided that such buyer purchases products similar to the Products in equal or lesser quantities and under similar terms and conditions. In case of breach of this Clause 3.5, Supplier shall retroactively reimburse Ewellix

for any difference in price and shall immediately implement such lower price to Ewellix. In the event that Supplier refuses to reimburse Ewellix and implement lower prices, Ewellix shall be entitled to immediately terminate these General Terms and/or any and all Orders.

- 3.6 Should any dispute arise, the Supplier shall have no right to withhold further deliveries.

#### **4. AMENDMENTS**

4.1 Ewellix has the right to request in writing that a delivery shall deviate in quantity or in other aspects from what has been agreed upon in the Order, provided that such request is made in writing no later than [\*\*] days prior to the delivery date of the Products.

4.2 The Supplier shall promptly and in writing confirm the above mentioned request for amendment and notify which consequences, if any, these changes will entail with regards to prices, time of delivery and quality.

4.3 Any deviation from an agreed Order must be agreed in writing by the Parties.

#### **5. CANCELLATION**

Ewellix shall have the right to wholly or partly cancel an Order by notifying the Supplier in writing, provided that the Supplier is notified of such cancellation no later than [30] days prior to the delivery date specified in the Order. Upon cancellation, Ewellix shall pay the Supplier fair compensation for the costs incurred due to the cancellation. Compensation shall not be paid for costs which may be recovered by using the cancelled Products or components of the Products for other deliveries or for other purposes. Costs and expenses saved by the Supplier due to such cancellation shall be deducted from the total compensation amount. Ewellix' liability to effect compensation upon cancellation is conditional upon the Supplier, not later than six weeks after the cancellation was made, making specific claims in writing for compensation for its losses with breakdown of the compensation claimed. The liability to pay compensation shall on no account exceed [\*\*] per cent of the

agreed purchase price for the cancelled Products.

#### **6. CHANGES TO PRODUCTS**

6.1 In case of Products manufactured according to the Specifications provided by Ewellix, Supplier shall not make any changes to any Products or any other changes relating to the Products without prior written approval by Ewellix. This includes but is not limited to changes in design, specifications, manufacturing process and subcontractors (if applicable). Any such change shall be preceded by a request for permission to implement the change, stating the reason for the change. Ewellix may at any time request changes and/or modifications to the Products. Supplier shall within a reasonable time send to Ewellix a design change proposal with information on data and cost relevant to the proposed change(s) and modification(s). Supplier undertakes to make such changes following written agreement on the new Specifications, price changes (if any) and/or time for performance. Supplier shall provide Ewellix with all relevant documentation in such form and detail as Ewellix may direct.

6.2 In the event that the Products are off-the-shelf products which are manufactured without the use of a technical specification provided by Ewellix, the Supplier may make changes to the Products, *provided*, that such changes will not negatively impact the functionality, price or quality of the Products and that Supplier has informed Ewellix in advance. The time period prior to which Supplier shall inform Ewellix before making the aforementioned changes to a Product shall be specifically agreed by the Parties for that Product. In the event that no such agreement has been reached, Ewellix shall be informed not less than [12] months before any changes are made.

#### **7. SPARE PARTS**

Supplier shall, pursuant to the General Terms and at commercially reasonable prices, supply Products to such an extent that Ewellix

can offer its customers spare parts and accessories for [15] years after Ewellix' serial production with use of the Products have ended.

## 8. DELIVERY AND TRANSPORT

8.1 Any deliveries and transports from the Supplier to Ewellix or to a place of delivery designated by Ewellix shall, unless otherwise agreed, be DAP (INCOTERMS 2020) to the location identified in the Order.

8.2 The Products shall be packed for delivery in accordance with Ewellix' instructions. In absence of such instruction, the Products shall be packed for delivery in such a way that any damages or deterioration of the Products will not occur during normal transportation.

8.3 The Supplier is obliged to deliver the agreed quantity on the date of delivery specified in the Order. Incomplete delivery is not accepted, except with Ewellix' prior written consent. Should an incomplete delivery be accepted by Ewellix, the Supplier shall bear any additional transportation costs which may arise due to such incomplete delivery. Upon incomplete delivery the Supplier shall specify the remaining quantity in the delivery note and in the invoice for such incomplete delivery.

8.4 Should the Supplier deliver a shipment which in quantity is [\*\*] per cent larger than agreed upon or if the shipment arrives before the delivery date specified in the Order, Ewellix is not obligated to accept such delivery. Nor is Ewellix responsible for the storage or maintenance of such Products. Ewellix is entitled to return such shipment to the Supplier at the Supplier's costs and/or receive compensation from the Supplier for the storage costs incurred by it.

8.5 If the Supplier can predict that the Products will not be delivered on the date specified in the Order, the Supplier must without delay notify Ewellix thereof. The Supplier shall state the reason for the delay and, if possible, the expected date of delivery.

8.6 If a delivery is delayed for more than [\*\*] days, Ewellix has the right to:

(a) wholly or partly cancel the purchase of those Products which are of no use to Ewellix due to the delay; and

(b) replace the Products by means of purchase from other suppliers.

8.7 The Supplier shall also indemnify Ewellix for any direct or indirect losses suffered and damages caused by the delayed delivery.

## 9. EXPORT

9.1 The Supplier shall provide Ewellix with any documentation required for import and export of the Products. This shall be done well in advance in order not to risk any delay or extra costs for Ewellix.

9.2 Each Party shall perform its obligations under these General Terms in a manner that complies with all export laws, trade or export restrictions, trade embargoes or prohibitions, national security controls and regulations of all applicable international or foreign governments, agencies and authorities and shall not directly or indirectly export or re-export any products, software, data or technical information provided to it by the other Party in violation of such laws and regulations.

9.3 The Supplier is responsible for obtaining and maintaining any export licenses required for the supply of the Products to Ewellix.

9.4 The Supplier is responsible for informing Ewellix:

(a) if there are any such laws and regulations that Ewellix needs to abide by in relation to the Products;

(b) of the applicable Export Control Classification Number or other applicable equivalent export control classification identifier of the Products; and

(c) the details of any export license, license exception, or general authorization that the Supplier is using to export the Products to Ewellix.

## 10. WARRANTY AND LIABILITY

10.1 The Products shall correspond with the specification agreed between the Parties, the instructions given by Ewellix and any other documentation which the Supplier has provided with regards to e.g. quality, form, function and contents of material (“**Specification**”).

10.2 The Supplier shall warrant that the Products are free of defects for the longer of i) [24 months] from the date when a Product was delivered to an end consumer, or ii) the warranty period an end customer is entitled to under the applicable law.

10.3 A Product shall be considered as defective if it:

(a) in any respect deviates from the Specification;

(b) deviates from professional standards;

(c) is not of the quality specified by the Supplier by means of samples, prototypes or through their marketing;

(d) is not as safe as Ewellix could reasonably have expected;

(e) is not suitable for the specific purpose for which the Parties intended it to be used;

(f) does not fulfil the requirements pursuant to Clause 15.1; or

(g) in any other way deviates from what Ewellix has had reason to expect.

10.4 If any Product is defective pursuant to Clause 10.3 above, Ewellix has the right to:

(a) request the Supplier to immediately remedy the defect; or

(b) request a new delivery with substitute products.

10.5 If a defective Product cannot be repaired or substituted pursuant to Clause 10.4 (a) or (b) within [\*\*] days or if there is risk for disturbances in Ewellix’ production or deliveries to its customers, Ewellix has the right to:

(a) at the Supplier’s costs perform repairs, or, without prior approval by the Supplier carry

out a covering purchase from a different supplier; and

(b) wholly or partly cancel the purchase of the Products which Ewellix considers not being of use to them due to the defect.

10.6 Further to the provisions of Clauses 10.4 and 10.5 above, the Supplier shall indemnify Ewellix for any possible loss or damage, directly or indirectly, incurred by it due to the defect in supplied Products. The indemnification shall cover, but not be restricted to, any costs for assembly or dismounting, survey and analysis, scrapping and transport of the Products.

10.7 If Ewellix due to a delivery of defective Products deems it necessary to inspect all Products to be delivered the Supplier, Ewellix shall have the right to carry out such inspection after having notified the Supplier thereof [\*\*] days in advance. The notice shall state the type of defect and the time and place for the inspection. If possible, the Supplier shall be given opportunity to be present at the inspection. The Supplier shall carry the costs for such inspection.

## 11. PRODUCT LIABILITY, WITHDRAWAL AND INSURANCE

11.1 The Supplier shall indemnify Ewellix for any direct or indirect loss and damage incurred in connection with any of the Products causing personal injury or to damage to property.

11.2 If any claim is alleged or made against Ewellix due to any injury or damage referred to in Clause 11.1 or due to infringement of a third party’s intellectual property rights referred to in Clause 12.1, Ewellix shall without undue delay notify the Supplier thereof. Should such claim be made against the Supplier, the Supplier shall without delay notify Ewellix thereof. The Parties shall take the necessary precautions to handle such a claim in the best way possible. Should a dispute arise in connection with a claim made against Ewellix, the Supplier shall upon Ewellix’ request assist Ewellix or take Ewellix’ place in the dispute.

11.3 If there is any risk that any of the Products may cause personal injury or damage to property due to the defective Products and Ewellix,

due to this, decides to recall the Products, the Supplier shall indemnify Ewellix for any costs arising in connection with such recalling of the Products.

11.4 The Supplier shall purchase and maintain an insurance on product liability and recall for the whole valid period of these General Terms and for an additional ten years thereafter and shall upon request by Ewellix provide Ewellix with a copy of the insurance policy.

11.5 Further to the provisions of these General Terms, Supplier shall during the delivery and for a period thereafter during which the Parties may be held responsible for any breach of contract in accordance with these General Terms, keep a proper insurance policy and reasonable business insurances taking into consideration the risks associated with performance of the Orders.

## **12. INTELLECTUAL PROPERTY RIGHTS AND TECHNICAL DOCUMENTATION**

12.1 The Supplier guarantees that the Products or the use of the Products in no way shall infringe upon or in any other way violate third party's intellectual property rights.

12.2 The Supplier shall indemnify Ewellix against every claim, lawsuit or other legal proceedings arising out of such infringement or violation and for each loss, expense, damage, cost (including any costs for legal counsel, investigation and costs for administrative work) which is incurred by Ewellix due to or in connection with a third party claiming or alleging that the Products infringe upon the third party's intellectual property rights. The Supplier is obliged to substitute Products infringing or alleged to infringe upon a third party's intellectual property rights for equivalent products not infringing upon a third party's intellectual property rights or procure any permission necessary from the third party.

12.3 Upon request, the Supplier shall, without charge, provide assistance which Ewellix deems necessary to defend Ewellix against the alleged infringement within or outside of the scope of a lawsuit or any other legal proceedings.

## **13. INSPECTIONS**

13.1 Ewellix or Ewellix' customers have the right to, during normal work hours, inspect those of the Supplier's facilities used for production or shipment of the Products (or otherwise carry out inspection to verify Supplier's compliance with the General Terms and applicable laws), and the right to investigate and test the Products at the Supplier's facilities. Ewellix shall notify the Supplier of the inspection [\*\*] days in advance. The inspection and test may not in any unjust way interfere with the Supplier's other operations. Ewellix has further the right to test the Products on their own.

13.2 Should Ewellix during such an inspection find the Products defective in accordance with Clause 10.3, Ewellix shall without delay notify the Supplier thereof in writing. The Supplier shall within [30] days remedy any defects determined. Should the Supplier fail to do so within such time limit, Ewellix has the right to cancel the deliveries which Ewellix suspect may have become affected by the condition and, in addition to taking any other legal measures, claim damages.

## **14. PREMATURE CANCELLATION DUE TO INSOLVENCY OR BREACH OF CONTRACT**

14.1 Without prejudice to any remedy it may have against the other Party for breach or non-performance under these General Terms, either Party shall have the right to terminate an Order with immediate effect:

(a) if the other Party should commit or permit a breach or non-performance of material importance to the other Party and should fail to remedy such breach or non-performance within thirty days after receipt of written notice; or

(b) if the other Party should enter into liquidation, either voluntary or compulsory, or become insolvent or enter into composition or corporate reorganisation proceedings or if execution be levied on any goods and effects of the other Party or the other Party should enter into receivership.

14.2 Notice of termination shall be given without undue delay after the circumstance constituting the breach was or should have been known to the aggrieved Party.

## 15. LEGISLATION, QUALITY SYSTEM AND CODE OF CONDUCT

15.1 The Supplier shall be held liable for the Products complying with at each time current applicable local and international legislation, regulations, standards, requirements, directives, instructions and other regulations issued by competent authorities, institutions and supervisory bodies.

15.2 The Supplier shall use an approved quality system according to [e.g. ISO or other].

15.3 The Supplier and the Supplier's subcontractors (if applicable) shall adhere to Ewellix' then-current code of conduct for business partners ("**Code of Conduct**") which is as an integral part of these General Terms.

15.4 The Code of Conduct is available at [URL].

15.5 Any breach against the Code of Conduct by the Supplier shall be considered as a material breach of contract which will give Ewellix the right to terminate these General Terms, Orders and any other agreements with the Supplier with immediate effect.

15.6 The Supplier agrees, represents and warrants that (i) the Supplier is not, has not been and will not be a Listed Person (as defined below), and (ii) the Supplier shall not:

(a) conduct any business activity, directly or indirectly, with any Listed Person;

(b) conduct any business activity prohibited or restricted under trade sanctions or export control laws applicable to Ewellix and/or Supplier; or

(c) engage in any transaction that evades, avoids or attempts to violate any trade sanctions imposed on Ewellix by the EU, US or any other authority.

"**Listed Person**" means (i) any individual, company, entity or organisation designated for trade sanctions or export control restrictions on a list published by the EU, US,

UN or other relevant country or authority, or otherwise subject to such trade sanctions or export control restrictions, and (ii) companies, entities or organisations that are owned 50 per cent or greater by any combination of Listed Persons, or controlled by a Listed Person.

## 16. SUBCONTRACTORS AND ASSIGNMENT OF CONTRACT

16.1 The Supplier shall not be entitled to use subcontractors without the Ewellix' prior written approval. Regardless of any such approval, the Supplier shall remain fully responsible for the acts and omissions of such subcontractors.

16.2 Neither of the Parties may assign nor transfer any part of its rights or obligations according to these General Terms without the prior written consent of the other Party. The General Terms shall be binding upon and inure to the benefit of the permitted assignees of the Parties.

## 17. NOTICES

All correspondence and notifications pursuant to these General Terms shall be in writing in English and shall be deemed to have been duly received (i) on the day of delivery, if delivered personally or if sent via e-mail, or (ii) on the next workday in the place to which it is sent, if sent by reputable overnight courier (with delivery receipt obtained).

## 18. PROCESSING OF PERSONAL DATA

Ewellix processes personal data in accordance with its privacy policy, available at [www.ewellix.com](http://www.ewellix.com). If any Party would process personal data on behalf of the other Party, the Parties shall procure that a data processing agreement is conducted.

## 19. CONFIDENTIALITY

All information which is not publically available, whether oral or written or in visual, electronic or tangible form, regarding or otherwise relating to a Party or its affiliates or to any of its or their business matters, which has been disclosed or may be disclosed to the other

Party (“**Receiving Party**”) or which the Receiving Party has or may otherwise become aware of in connection with this Agreement, shall at all times be kept strictly confidential by the Receiving Party and not be used by it for any other purpose than the performance or enforcement of this Agreement, nor be disclosed by it to any third party without the prior written consent of the other Party (such consent not to be unreasonably withheld).

## **20. FORCE MAJEURE**

If and to the extent that either Party’s performance of its obligations under these General Terms is impeded by circumstances beyond its control and that it could not reasonably have been expected to have taken into account at the time these General Terms were entered into or to have avoided or overcome the effects of, including, but not limited to, general labour disputes, war, fire, lightning, flood, pandemics, epidemics, quarantine, virus outbreaks, acts of terrorism, amendments to regulations issued by governmental authorities, intervention by governmental authorities, such Party shall be released from liability in damages and any other penalties for delay in performing or failure to perform such obligations. The Party wishing to claim relief by reason of any circumstance as referred to in this Clause 20 shall without undue delay notify the other Party in writing. If such notice is not provided without undue delay the right to rely on such circumstance is lost. If performance is materially prevented for more than 3 months as a result of any of the circumstances as referred to in this Clause 20, the Party not affected by force majeure shall be entitled to immediately terminate these General Terms by notice in writing.

## **21. SEVERANCE**

If any provision of these General Terms is held to be invalid or unenforceable by any competent court, authority or arbitral tribunal, the remainder of that provision and all other provisions will remain valid and enforceable to the fullest extent permitted by applicable law, and the Parties shall negotiate any necessary changes to these General Terms to maintain

the spirit of the same, and the framework, structure and operation of the transactions contemplated by these General Terms.

## **22. GOVERNING LAW AND DISPUTES**

22.1 These General Terms (including this Clause 22.1) and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of Sweden (or, if the purchasing Ewellix entity and the Supplier are incorporated in the same jurisdiction, the laws of that jurisdiction), excluding its conflict of laws principles providing for the application of the laws of any other jurisdiction. It is specifically agreed by the Parties that the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

22.2 Any dispute, controversy or claim arising out of, or in connection with, these General Terms, or the breach, termination or invalidity thereof, or any non-contractual obligations arising out of or in connection with these General Terms, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce. The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, unless the institute – taking into account the complexity of the case, the amount in dispute and other circumstances – determines, in its discretion, that the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Gothenburg, Sweden. The language of the arbitration shall be English (unless otherwise agreed by the disputing Parties).

22.3 All arbitral proceedings conducted pursuant to Clause 22.2, all information disclosed and all documents submitted or issued by or on behalf of any of the disputing Parties or the arbitrators in any such proceedings as well as all decisions and awards made or declared in the course of any such proceedings shall be kept strictly confidential and may not be used for

any other purpose than these proceedings or the enforcement of any such decision or award nor be disclosed to any third party without the prior written consent of the Party to which the information relates or, as regards to

a decision or award, the prior written consent of all the other disputing Parties.

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