

**1. General**

1.1 These standard terms and conditions apply for all goods and services for which Bilia is the Customer. The Supplier's identity is stated in the agreement and the Supplier has, at signing, accepted the purchasing terms and conditions in the agreement. Any deviating terms and conditions will not affect the delivery unless the Customer has approved them in writing. The supplier's own delivery conditions that may be enclosed in the tender, agreement documentation, order confirmations or invoices will not be accepted and will under no circumstances be part of the agreement between the parties.

2. Special terms and conditions

2.1 If there is an agreement on special terms and conditions that deviate from these standard terms and conditions, the special terms and conditions shall take precedence.

3. Framework agreement/rules for call-off orders

3.1 When these terms are applied according to a framework agreement, any separate call-off agreements from the framework agreement are annexed as an addition to these terms and conditions.

4. Tenders

4.1 Tenders are prepared on behalf of the tenderer based on a request from the Customer.

4.2 The Customer retains the right to accept or reject each tender.

5. Order and cancellation

5.1 Only written orders where price, quantity and the department and person placing the order are clearly stated are binding for the Customer.

5.1 The Customer's order is to be signed and returned without unwarranted delay after receipt of the order. The Customer may cancel the order without any consequences for the Customer until the date on which the order confirmation is received.

5.3 After such a cancellation the Customer shall pay the amount owed to the Supplier for the part of the delivery that has been carried out, and cover any documented and necessary expenses incurred as a direct result of the cancellation.

5.4 If the Customer cancels deliveries of items to be manufactured specifically for the Customer, and which therefore cannot be sold to another party without incurring a loss, the Customer shall cover the Supplier's loss up to the maximum agreed price for the Supplier under the agreement.

6 Delivery requirements

6.1 The supplier guarantees that all work associated with the delivery is carried out professionally, documented and/or checked by qualified and authorised persons as required. The delivery shall also be in accordance with the order and shall function for the purpose/have the properties expected by the Customer.

6.2 The services associated with the delivery shall be provided in accordance with applicable laws and instructions. The supplier shall obtain and maintain all necessary permits in connection with deliveries and shall at the Customer's request, present documentation to prove that the necessary permits are in place.

6.3 The Customer shall not be regarded as an employer of the Supplier's staff, even if those staff members execute deliveries or parts of them in cooperation with the Customer.

6.4 The Supplier shall have a satisfactory quality assurance system appropriate for the delivery. Upon request, the Supplier shall document the system for the Customer. The Supplier is responsible for ensuring that the delivery quality is in accordance with criteria that are reasonable for this type of delivery.

6.5 The Supplier may be called upon to produce a quality plan to ensure the quality of the delivery.

6.6 The Customer has the right to see all underlying documentation regarding the delivery.

7. Subcontractors

7.1 The supplier is responsible for deliveries from subcontractors as if the Supplier itself had made the deliveries.

7.2 The Supplier shall not sign contracts with subcontractors for any part of the delivery without the Customer's prior written consent. In the case of hired manpower, smaller purchases and non-vital components, such written consent is not required. The same applies to subcontractors listed in an annex to the agreement.

8. Health, environment, safety and regulatory requirements

8.1 The Supplier shall meet all of the health, environment, safety and other regulatory requirements. The Supplier shall hold all necessary permits and meet all standards required by the authorities. The Supplier is also responsible for keeping all of the Supplier's staff updated and informed about the Customer's own rules and regulations and ensuring compliance with these.

8.2 In the case of deliveries of chemical substances and products, the requisite fact sheets shall be provided. Annual statistics of completed deliveries shall be compiled for each location where operations take place, and be provided to the respective region's environmental manager in January every year.

9. Documentation and drawings

9.1 All necessary documentation, such as certificates, descriptions, drawings, instructions etc. constitute an integrated part of the delivery.

9.2 The Supplier shall take responsibility for any incorrect or inadequate documentation.

9.3 The Customer retains exclusive rights to its own documentation and drawings. The Customer shall have the right to view and use the documentation and drawings the Supplier uses in connection with the delivery, regardless of whether these are the property of the Supplier or a third party.

9.4 The Customer shall be given full and unrestricted ownership rights, to any materials created specifically for the Customer, e.g. reports, software, photographs,

films, drawings or other materials that are copyright protected and which are at the Customer's full disposal.

9.5 The Supplier guarantees that the Supplier has the right to use all of the Supplier's input factors, including third party ownership rights, and that the rights of others will not be violated through fulfilment of the agreement. The Supplier is responsible for the consequences of any breach of a third party's rights and shall indemnify the Customer.

10. Amendments and extensions

10.1 Within the framework of what the parties could have reasonably expected when the agreement was signed, the Customer may demand quality-related and/or quantity-related amendments to deliveries and changes to the schedule. Information on such changes must be received by the Supplier no later than ten calendar days before the agreed date of delivery.

10.2 If the Customer requires changes to be made, the Supplier shall, without unwarranted delay, inform the Customer of any impact on price and schedule.

10.3 If the Supplier determines that changes are necessary, the Customer shall be informed in writing about this as soon as the Supplier has determined the need for changes.

10.4 Compensation for changes is to be according to the original price structure in the agreement. If changes result in savings for the Supplier, these savings are to be passed on to the Customer.

10.5 Changes shall be approved by the Customer through written change orders before they start being made.

10.6 Upon receipt of a change order, the Supplier shall without unwarranted delay, implement them even if it has not yet been determined how the change order will impact price, schedule and other terms in the agreement.

10.7 The Customer may, through written notice delay the date of all or parts of the delivery. After such notice has been provided the Supplier shall without unwarranted delay inform the Customer of what effect the delay may have for the execution of the delivery. The Supplier shall resume execution of the delivery as soon as the Customer gives notice of this.

10.8 If the delay lasts for more than 30 days beyond the date of the notice of the delay, the Supplier has the right to cancel the agreement by providing written notice to the Customer.

10.9 During the delay the Supplier may only require compensation for documented and necessary expenses in connection with demobilising and mobilising staff.

11. The Supplier's staff

11.1 The Supplier is responsible for ensuring that the parts of the delivery that comprise services are performed with the help of competent, reliable and service-minded staff.

11.2 The Supplier is responsible for ensuring that the designated specialist staff members have permits, certificates, machine operator licences and other certificates necessary to fulfil the delivery. The Customer has the right to verify such certification.

11.3 When fulfilment of the delivery according to the agreement is to be executed by specially designated staff, this work cannot be performed by others without written consent from the Customer.

12. Equipment and material requirements

12.1 The Supplier is responsible for ensuring that the Suppliers' staff has the necessary personal protection and safety equipment at all times.

12.2 The Supplier is responsible for providing necessary and appropriate equipment and materials to fulfil the delivery.

13. Access to plants and facilities

13.1 The supplier and the Supplier's staff only have access to the areas of the Customer's premises as required for the fulfilment of the delivery.

14. Price and payment terms

14.1 Contracted prices should cover all of the Supplier's costs relating to the delivery. The prices are fixed and may only be changed if:

- Changed government regulations result in fees or taxes being added or removed

- The service period is longer than two years. Hourly-rate based agreements may in such a case be renegotiated and go into effect only after the Customer has approved the change.

14.2 Compensation for travel and expenses in connection with fulfilling the delivery is only payable if the Customer has approved the expenses in advance.

14.3 Invoices shall be based on documented completed deliveries.

14.4 Payment is due in arrears.

14.5 Payment is due 45 days after an accurate invoice has been received by the Customer. Invoice payment is not tantamount to acceptance of invoice content. Disputed claims are not payable until an agreement has been reached, or in some cases until a legal ruling has been handed down.

14.6 All invoices are to contain information on cost centre, contract number and/or order number and other references that may be deemed to have been agreed upon, and shall clearly indicate what the amount pertains to. The Customer has the right to return invoices that do not meet these criteria.

14.7 The Supplier shall send a final invoice within 60 days from the date the Customer has approved completion of the delivery. The final invoice shall meet all of the Supplier's requirements under the agreement. Criteria not been included in the final invoice cannot be applied at a later date.

15. Cancellation of framework agreement

15.1 Unless otherwise stipulated in special terms and conditions, this agreement may be cancelled by the Customer with one month's written notice. Ongoing orders are to be completed during the period of notice.

16. Delivery, delay and consequences of delay

16.1 Unless otherwise agreed, the delivery shall be appropriately packaged, labelled, and delivered and unloaded free of charge at the agreed delivery location (DPP according to INCOTERMS 2010).

16.2 If it is agreed that the Supplier shall conduct installation and assembly, or if function testing is to take place in connection with delivery, delivery will be considered complete only after assembly or testing are completed and the Customer has confirmed in writing that the delivery and documentation are accepted.

16.3 If it is agreed that the Supplier shall train the Customer's staff, delivery shall be considered complete once the Supplier has issued proof that the named staff members are authorised to be responsible for operation and daily handling of the delivery.

16.4 The supplier guarantees that all work associated with the delivery is carried out professionally, documented and/or checked by qualified and authorised persons as required and that the delivery is fully in line with what the Customer has cause to expect based on what has been agreed.

16.5 If the Supplier has grounds to assume that the Supplier will be prevented from completing the delivery at the appropriate time, the Supplier shall without unwarranted delay inform the Customer of the cause of the hindrance and when the delivery will be fulfilled. If the Customer does not receive such notice within a reasonable timeframe after the supplier has become aware or should have become aware of the hindrance, the Customer may, among other things, claim compensation for the loss that could have been avoided if notice had been given on time.

16.6 If the delivery is not made or is made too late and this is not caused by the Customer or an issue on the Customer's side (delay), the Customer may either withhold payment, demand completion of all or parts of the delivery or cancel the delivery.

16.7 If the delivery cannot be used for its intended purpose as a result of the delay, this may also be grounds for cancellation.

16.8 If the Supplier or Supplier's staff members have been careless, the Customer may demand compensation, including compensation for loss of profits suffered by the Customer as a result of the delay.

17. Guarantees, defects and consequences of defects

17.1 The Supplier shall guarantee that the delivery meets all of the requirements with respect to quality and other properties as stipulated in the agreement. The delivery shall match the purpose and otherwise be free from legal defects of all kinds.

17.2 If the delivery has defects and the defects were not caused by the Customer or issues on the Customer's side, the Customer may withhold payment, require rectification, re-delivery or a discount, or may cancel the agreement. The Customer may also require compensation in the abovementioned circumstances if they have caused the Customer financial harm. The Customer's right to compensation is not revoked if the Customer makes other claims or if such claims cannot be upheld.

17.3 For other delivery defects, the clauses regarding defects apply where appropriate.

17.4 The Customer shall, as soon as the Customer, based on such circumstances has reason to do so, examine the delivery after it is made. Any defects or shortcomings in the delivery are to be communicated within a reasonable timeframe after they are discovered.

17.5 If the defect constitutes a material breach of contract, the Customer may cancel the agreement. The same applies if the Customer fears there may have been a material breach of contract.

17.6 Material breach of contract refers to:

- Bankruptcy, insolvency or violation of other significant financial conditions.
- Repeated non-compliance with instructions or other violations of laws and regulations.
- Fraud, negligence or other circumstances that damage the trust in the relationship with the Customer.
- Delays or defects resulting in the Customer being unable to fulfil the purpose of the agreement.
- If the Supplier violates any of the principles in the UN's ten Global Compacts aimed at safeguarding fundamental human rights, decent working conditions, environmental responsibility and anti-corruption (for information see www.unglobalcompact.org)

17.7 This list only provides examples of material breaches of contract and is not comprehensive.

18. Indemnity and third party claims

18.1 The Supplier is responsible for his property and damages that arise resulting from defects or damage to the Supplier's property. The Supplier is to compensate and release the Customer from responsibility for all damage and losses suffered by the Customer due to faults in the Supplier's property and subsequent faults/damage as a result thereof.

18.2 The Parties shall each inform the other party when claims affecting the other party are made by a third party.

19. Insurance

19.1 The Supplier shall be responsible for taking out and maintaining insurance policies for damage and liability claims that may arise in connection with the agreement.

19.2 The Supplier shall also have satisfactory accident insurance and employee insurance as required by law for the Supplier's employees.

19.3 Upon request from the Customer, the Supplier shall provide documentation for the insurance policies and evidence of the scope of the insurance protection.

20. Force Majeure

20.1. The parties shall not be responsible for delays or defects if it is evident that such delays or defects are caused by obstacles outside the parties' control and which they could not reasonably have been expected to take into account when entering into the agreement, or if the consequences could not have been avoided or overcome.

20.2 If the delay or defect was caused by a third party that the Supplier has assigned to fully or partially fulfil the delivery, the Supplier is released from liability only if the third party would have been released from liability according to the previous clause. The same applies to delays or defects depending on suppliers that the supplier has used, or another party early in the selling chain.

21. Confidentiality

21.1 The parties are responsible for handling all information disclosed to them in connection with the delivery as confidential, including after the agreement has ended.

21.2 Information on the parties and the contractual relationship shall only be available to the members of staff who need to know about it. In all other cases the information shall be removed from view for outsiders.

21.3 The Supplier is not entitled to use the Customer as a reference customer in marketing activities or in contacts with the press without written consent from the Customer.

21.4 The parties are responsible for any loss caused by the other party through breach of this clause.

22. Personal Data

22.1 Bilia's privacy policy is available at

<http://www.bilia.com/foretaget/#!15601/foretaget/integritetspolicy>

The Supplier shall inform the persons specified as contact person, purchaser, users etc. in relation to Bilia, that their personal data will be processed by Bilia and inform them of Bilia's privacy policy.

23. Applicable law and disputes

23.1 The clauses in this section shall apply unless otherwise stated in special terms and conditions.

23.2 This agreement is subject to Swedish law.

23.3 Attempts shall first be made to resolve any disputes between the parties through negotiation. If no solution is reached, disputes shall be finally resolved through arbitration administered by the Stockholm Chamber of Commerce (SCC). Rules for expedited arbitration (*Förenklad Skiljeförfarande*) shall be applied unless the SCC, taking into account the severity of the case, value of the object of the dispute and other circumstances, determines that the normal arbitration rules (*Skiljedomsregler*) shall apply. In the last-named case the SCC shall also determine whether the arbitration board shall consist of one or two arbitrators. The arbitration proceedings shall take place in Gothenburg. The arbitration language shall be English.