

1. Definitions

LEAX Group AB (hereafter named "LEAX") refers to the applicable purchaser among LEAX Group or other members of the LEAX Group companies that issue the purchase order. This document "General Purchasing Conditions" will hereafter be named "GPC".

2. Order and Contract terms

2.1 *Order.* Each purchase order or delivery schedule issued by LEAX to the Supplier ("Order") is an offer by LEAX to enter a contract with the Supplier for the purchase of the Products and/or Services identified in the Order.

2.2 *Acceptance.* The Supplier accepts an order by doing any of the following: (i) accepting or acknowledging the Order in writing; (ii) commencing any work under the order; (iii) completing or delivering products and/or performing services; (iv) any other conduct that acknowledges or indicates the acceptance of the order or the existence of the Contract; or (v) failing to reject the order, in writing, within five (5) working days following receipt.

2.3 *Contract Documents.* Upon the Supplier's acceptance, the order shall constitute a binding contract between LEAX and the Supplier (the "Contract"). The Contract between LEAX and the Supplier consists of: (i) any duly signed contract which applies to LEAX purchase of goods and/or services from the Supplier; (ii) any purchase order or delivery schedule (an "Order") that LEAX issue to the Supplier; (iii) this GPC (iv) any specifications and quality requirements made available to the Supplier. If there is any inconsistency between any parts of the Contract, the parts placed higher in the list will prevail.

2.4 *Commencement.* The Contract will commence upon the Supplier's acceptance in accordance with section 2.2 (Acceptance).

2.5 *Duration.* Unless otherwise stated in the contract document and unless terminated earlier in accordance to provision in section 8 (Termination), the duration of the contract for the supply of production products and/or services shall be equal to the period of series production of the program to which the products and/or services relate, as determined by the relevant LEAX customer and the service period of 15 years.

2.6 *Supplier conditions.* If the Supplier seek to impose additional or different terms on LEAX purchase, the supplier terms will not form part of the Contract and are excluded and rejected by this GPC.

3. Delivery Conditions

3.1 *Delivery.* The Supplier must deliver goods and/or services that LEAX order in accordance with the delivery terms and dates set out in the contract/delivery schedule. If any goods and/or services are not delivered on time or are delivered incorrectly, LEAX may terminate the relevant order.

3.2 *Packaging.* All goods must be packaged to protect them adequately before, during and after delivery and, if LEAX require, each delivery shall be accompanied, in a form acceptable to LEAX, by a certificate of conformity and/or an up-to-date material safety data sheet.

3.3 *Delivery Schedule.* The Supplier acknowledges that the requirements of LEAX for Products and Services may change at short notice and that this may necessitate changes to delivery schedules at short or no notice. LEAX may therefore reduce the frequency, volume or timing of delivery, or suspend delivery, at any time without entitling the Supplier to any compensation or increase in the price.

3.4 *Safety Stock.* The Supplier shall always during the term of the contract maintain a pre-produced emergency level of stocks of the products in an amount equal to the average monthly delivery quantity in the prior twelve (12) months of the contract and the Supplier shall replenish such emergency stock continuously on a "first in first out" basis.

3.5 *Capacity.* The Supplier is obliged to have a delivery capacity so that deliveries can be made in accordance with the forecasts in the Delivery Schedule or Request For Quotation, RFQ.

4. Terms and Conditions

4.1 *Products Requirements.* Any goods delivered by the Supplier must be: (i) of the quantity and description specified in the contract; (ii) of correct quality; (iii) fit for the original purpose and any specific requirements LEAX inform the Supplier about or which the Supplier ought reasonably be aware of; (iv) free from defects in design, material and workmanship; and (v) free from any encumbrances.

4.2 *Performance.* Any services provided by the Supplier must be: (i) performed efficiently, safely and competently by suitably qualified and experienced personnel, in conformity with any applicable industry code of practice and (ii) of the quality which would reasonably be expected from a skilled and experienced operator providing equivalent services in the same circumstances.

4.3 *Compliance and Intellectual Property Rights.* Any goods or services (and any associated technology) provided by the Supplier must: (i) comply with all applicable legal requirements and regulations, including those relating to transportation, health, safety and the environment; (ii) not infringe the intellectual property rights of any third party; (iii) conform to any specification or other requirements referred to in the contract; and (iv) conform to any sample approved by LEAX.

4.4 *Quality control.* LEAX may (but are not obliged to) inspect and test the goods delivered by the Supplier and may reject and return (at the Suppliers risk and expense) any goods that fail to conform with the terms of the contract. The Supplier must replace such rejected goods within a reasonable time with goods which do comply with the contract.

4.5 *Indemnification and Liability.* The Supplier will reimburse each member of LEAX for all losses, damages, costs and expenses (including reasonable legal fees) or other claims (including third party claims and costs relating to recalls and service measures implemented by LEAX customers or its end customers) arising from or incurred as a result of: (i) any breach by the Supplier of the contract; and (ii) any negligent act or omission by the Supplier or the Supplier employees, agents or sub- contractors in supplying goods and/or services pursuant to the contract.

5. Payment and Invoicing

5.1 *Payment.* LEAX will pay the Supplier the price set out in the contract for the goods and services that the Supplier deliver in accordance with the contract. The Supplier may only invoice us after delivery of the goods and/or services ordered by us and in accordance with any payment schedule in the contract.

5.2 *Payment terms.* Unless otherwise set out in the order, payment will be due from us within 90 days of receipt by us of a validly issued invoice.

5.3 *Invoice content.* Invoices must show: the date of delivery, order number, delivery address and description of goods/and or services delivered and must be sent to the invoice address specified in the relevant order.

5.4 *Deduction.* LEAX shall have the right to deduct from the price of the goods and/or services ordered by LEAX any amounts due to LEAX under this Contract or any other contracts between LEAX and the Supplier.

6. Confidentiality and Intellectual Property

6.1 *Confidentiality Obligations.* The Supplier must not disclose to any other person or entity any confidential information belonging to LEAX, customers, suppliers or collaboration partners (including, without limitation, this contract, specifications, formulae, manufacturing processes, know-how and any technical or economic information) or use such information for any purpose except for the supply of

goods and/or services to us or as expressly authorised in writing by LEAX. The Supplier is required to provide LEAX with such information and any copies upon request.

6.2 *Transfer of Documentation and Samples.* The Supplier must, on request, transfer to LEAX, free of charge and free from encumbrances, any documents, specifications, plans, drawings, samples, information or goods created or prepared for LEAX by the Supplier or the Suppliers employees, subcontractors and consultants, which LEAX may use without any charge.

6.3 *Ownership of Intellectual Property Rights.* All intellectual property LEAX provide to the Supplier stays with LEAX, LEAX customers, or LEAX suppliers, and may only be used to supply goods or services to LEAX if any intellectual property rights are created or generated from such information, documentation, prototypes or tooling or in performing the contract then such rights shall be owned by LEAX. Intellectual property rights in any information, documentation, prototypes or tooling provided by us to you shall remain owned by us or our customers or our suppliers and shall only be used for the sole purpose of supplying goods and/or services to us. If any intellectual property rights are created or generated from such information, documentation, prototypes or tooling or in performing the Contract then such rights shall be owned by us.

7. LEAX Intellectual Property Rights

7.1 *Property.* All property (including tooling of any kind) and any related information, documentation and intellectual property rights therein: purchased by LEAX and/or manufactured by the Supplier pursuant to an order provided by LEAX to the Supplier for use in the supply of goods and/or services or for any other purpose; whether or not modified, repaired or replaced ("LEAX Property"). LEAX Property (and any scrap resulting from it) is solely owned by LEAX and LEAX shall always keep title to it. If LEAX disagree as to who owns any of LEAX Property, the presumption will be that LEAX do.

7.2 *Use of Property.* Where the Supplier are in possession or control of LEAX Property it is on a fiduciary basis as LEAX bailee and the Supplier have no rights in it. The Supplier have a revocable non- exclusive licence to use LEAX Property at the Supplier premises only for performing the contract until we request its return, which LEAX may do at any time. The Supplier may not sub-licence the use of LEAX Property or use it for any other purpose.

7.3 *Risk Responsibility.* Risk in LEAX Property passes to the Supplier on delivery and remains with the Supplier until it is returned to LEAX. Whilst LEAX Property is in the Supplier possession or control the Supplier shall: (i) be responsible for any loss or damage to it (other than fair wear and tear); (ii) store and use it at the Supplier premises in a proper and secure manner; (iii) clearly label or identify it as belonging to LEAX; (iv) maintain insurance against all loss or damage; (v) use it with care; (vi) inspect it and maintain it in good order and condition; (vii) immediately notify LEAX if it is lost, damaged or seized; (viii) not modify or tamper with it, or attach it to anything, or anything to it; (ix) not part with possession of it or allow anyone else to use it (x) not sell, dispose or encumber it; (xi) give LEAX free and unrestricted access to it on reasonable notice during ordinary business hours; (xii) make it available for collection by LEAX at any time and allow LEAX access to the Supplier premises to remove it; and (xiii) not copy or reproduce it in any way.

7.4 *Confidentiality and Intellectual Property.* LEAX have an exclusive, irrevocable option to purchase all bespoke tooling owned by the Supplier and put in place to produce goods pursuant to the contract at its present value.

8. Termination

8.1 *Order Cancellation.* LEAX may cancel all or any part of any order by giving the Supplier notice at any time prior to the Supplier full performance of the order and in such event LEAX will not be liable to pay the price for such goods or services.

8.2 *Termination.* LEAX may terminate the contract: (i) by providing the Supplier with written notice including a expiry period; (ii) immediately if the Supplier or the Supplier parent company become subject to a bankruptcy or insolvency event or enter into a composition with any of your creditors; or (iii) if the Supplier are found to be not competitive and the Supplier fail to improve the Suppliers competitiveness within one (1) month of receiving the notice; or (iv) if the Supplier breach the contract, and, if the breach can be remedied, the Supplier fail to remedy such breach within ten (10) days of receiving notice of the breach.

8.3 *Consequences of Termination.* Termination of all or part of an order or the contract will not prejudice accrued rights.

8.4 *Continuing Obligation to Supply Spare Parts.* The Supplier is obligated to supply spare parts and related services up to 15 years after termination or expiry of the contract.

9. General Terms and Obligations

9.1 *Compliance and Audit Rights.* The Supplier shall be responsible for ensuring that it and its sub-suppliers always comply with all applicable laws and regulations., and with the requirements of the LEAX Group - Supplier Requirements and LEAX Group - Supplier Code of Conduct. LEAX have the right to visit the Supplier premises on reasonable notice to audit and ensure compliance.

9.2 *Information Obligations.* The Supplier must provide LEAX with any information LEAX request relating to the goods and services supplied by the Supplier, all of which must be complete and accurate.

9.3 *Site Rules and Insurance.* The Supplier and its employees, agents and sub-contractors must abide by applicable site and safety rules when on LEAX property and the Supplier shall provide evidence of applicable insurance.

9.4 *Cumulative Rights and Remedies.* LEAX rights or remedies under the contract will not limit any of LEAX other rights or remedies, whether under the contract or otherwise.

9.5 *Assignment and Subcontracting.* The Supplier will not be entitled to transfer or sub-contract any of the Supplier rights or obligations under the contract without LEAX prior written consent.

9.6 *Group Companies' Rights.* Each company within LEAX shall have the benefit of the contract and may purchase goods and/or services pursuant to the terms of the contract.

9.7 *Preservation of Rights.* Any failure or delay by LEAX to enforce or partially enforce any provision of the contract will not be a waiver of any of LEAX rights.

10. Law and Jurisdiction

The contract shall be exclusively governed by Swedish law. Any dispute, controversy or claim arising out of or in connection with this contract or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of the arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.