

These general terms and conditions of purchase ("GTCP") apply to all purchases of products and/or services by ACTIA Nordic AB and ACTIA EMS Sweden AB ("ACTIA") from its suppliers ("Supplier"), (individually "Party" and collectively "Parties").

1. SCOPE OF THE GTCP

Any order ("Order") for products and/or services (collectively "Supplies") issued by ACTIA and accepted by the Supplier entails the Supplier's acceptance of these GTCP, subject to specific conditions as may be agreed between the Parties in writing, and to the exclusion of any other conditions not agreed between the Parties.

The Supplier shall acknowledge receipt of the Order within three (3) working days from the issuance date of the Order. If no acknowledgement is received within this period, the Order shall be deemed to have been unconditionally accepted by the Supplier.

2. TERMS AND CONDITIONS OF THE ORDER

The Supplier shall supply the Supplies in accordance with (i) the Order, the GTCP and any document agreed between the Parties ("Contractual Documents"), and (ii) state of the art rules, regulations and standards in force. The Supplier shall inform ACTIA without delay of any situation that may jeopardise the proper performance of the Order and shall inform ACTIA of any manufacturing stoppage, or withdrawal of Supplies from the Supplier's catalogue, at least twelve (12) months before such stoppage or withdrawal.

If any authorisations (administrative or others) are required for the performance of the Order, the Supplier shall ensure, before performing the Order, that all such authorisations have been obtained.

Upon ACTIA's request, and within a reasonable notice, the Supplier undertakes to allow ACTIA free access to its premises and to any documents for the purposes of any inspections. The Supplier shall obtain the same right from any of its subcontractors.

3. DELIVERY

Unless otherwise stipulated in the Order, the Supplier shall deliver the Supplies DAP (ICC Incoterms 2020) to the premises designated by ACTIA in France, or in Tunisia, or in Sweden (Linköping).

ACTIA reserves the right to refuse and send back, or make available, at the Supplier's costs and risk, any Supplies that have not been the subject of an Order, or any early or excess deliveries.

The packaging will be supplied by the Supplier and will comply with the regulations in force and the Contractual Documents.

4. LEADTIMES

The leadtimes agreed between the Parties are of the essence for ACTIA and complying with them is an essential condition of the Order.

In the event of the Supplier's failure to meet the contractual leadtimes, ACTIA reserves the right, following a two (2)-day grace period:

- to apply, automatically and without prior notice, specific remedies for delay equivalent to 0.5% of the value of the relevant Order, excluding VAT, per day of delay, these remedies being capped at 15% of the value of the Order, excluding VAT; and/or
- to terminate the Order in accordance with the terms and conditions set out in Article 18 "Termination" below, without any compensation being due to the Supplier.

The remedies set out above are not to be considered as the sole and exclusive liability of the Supplier, nor the sole and exclusive remedy for the loss suffered by ACTIA.

5. RECEPTION

Any Supplies delivered shall be accepted or rejected within thirty (30) days of receipt by ACTIA at ACTIA's site. If the Supplies are not rejected within this period, ACTIA shall be deemed to have accepted them. Acceptance of the Supplies shall in no way be construed as a waiver of, nor affect the scope of, warranties or other Supplier's obligations hereunder or at law.

ACTIA reserves the right to refuse and return to the Supplier any non-conforming Supplies, at the Supplier's costs and risks, within fifteen (15) days of ACTIA's notification of the non-conformity. Non-conforming Supplies refused by ACTIA shall be deemed undelivered.

6. TRANSFER OF OWNERSHIP

Ownership of the Supplies shall be transferred to ACTIA upon delivery in accordance with the applicable Incoterm, and/or as and when they are performed in the case of services such as studies, results and/or work.

7. ENTRUSTED PROPERTY

If ACTIA entrusts goods to the Supplier, such goods shall be used exclusively for the performance of ACTIA's Orders and shall be deemed to have been loaned. Entrusted goods shall remain the property of ACTIA or the person who entrusted them to ACTIA and must be identified as such and stored in such a way as to avoid any confusion with the Supplier's own goods or those of third parties.

8. PRICES - INVOICING - PAYMENT TERMS

The prices set out in the Order are firm and non-revisable, inclusive of all taxes and exclusive of VAT. These prices include all of the costs and expenses incurred by the Supplier in performing the Supplies.

The Parties shall be responsible for the consequences of any change in circumstances that may occur during the performance of the Order.

The Supplier shall not invoice ACTIA before delivery of the products and/or performance of the services as part of the Supplies.

Invoices shall be paid within forty-five (45) days end of month (45 days at the end of the month in which the invoice is issued). The interest rate for late payment penalties will be three (3) times the legal interest rate applicable in Sweden.

9. WARRANTY

The Supplier warrants that the products covered by the Supplies shall be free from defects in design, manufacturing or operation as well as from defects in materials and component parts, for two (2) years from their delivery. The Supplier also warrants for two (2) years the proper performance of the services covered by the Supplies.

This warranty covers, at ACTIA's discretion: (i) repair, replacement of the product or correction of the service within thirty (30) days of ACTIA's notification of any defect, or (ii) reimbursement of the said product/service. The Supplier shall also reimburse ACTIA for all costs incurred by ACTIA as a result of any defect covered by this warranty and in particular costs relating to (a) labour required to repair or replace the Supplies, (b) replacement products and other parts damaged by the defective Supplies, and (c) transport, handling and other related costs. Any replaced, repaired, or corrected Supplies will be warranted under the same conditions as above.

10. INTELLECTUAL PROPERTY

Each Party shall remain the sole owner of its intellectual property rights already owned or held prior to the entry into force of an Order or generated or acquired at any time independently from the performance of the Order ("Background IPR").

If ACTIA's Background IPR are required to perform the Order, ACTIA may grant the Supplier, for the duration of such Order and for the sole purpose of performing it, a personal, non-exclusive and free right to use such Background IPR.

If the Supplier's Background IPR is required for the use and/or exploitation of the Supplies, the Supplier hereby grants ACTIA, for the legal duration of the Background IPR and for all countries in the world, a non-exclusive, irrevocable and transferable right to use and/or exploit the Supplier's Background IPR, with the right to sub-licence.

The Supplier assigns to ACTIA, on an exclusive basis, the intellectual and industrial property rights to all the results developed as part of the performance of the Order, as and when they are achieved. ACTIA shall be free to exploit, license or transfer the said results in the widest possible manner, on any medium and for any purpose, in any country. If the results are software, the Supplier undertakes to make available to ACTIA the source code of such software.

The financial consideration for the rights granted to ACTIA under this Article 10 is included in the price of the Supplies ordered.

The Supplier warrants that neither its Background IPR nor the results developed pursuant to the Order shall interfere with the enjoyment of the Supplies. The Supplier warrants (i) that it has all the rights in and to its Background IPR necessary to develop, manufacture, use and sell the Supplies worldwide and without restriction, and (ii) that it is able to grant ACTIA all the rights and licences as set out in this Article 10.

The Supplier shall protect, defend, indemnify, and hold ACTIA harmless against all claims, liabilities, losses, costs, damages and expenses of any nature, kind or amount whatsoever, based on or resulting from any actual or alleged infringement of an intellectual property right, arising from the manufacture, sale, installation, use, maintenance, operation, enjoyment or disposition of the Supplies.

11. LIABILITY - INSURANCE

The Supplier shall be liable for, and shall indemnify ACTIA against, any damage or loss suffered by ACTIA as a result of any failure to perform or improper performance of the Order.

The Supplier undertakes to subscribe the necessary insurance to cover its legal and contractual obligations. It shall submit the corresponding certificates to ACTIA on first request. Neither the presentation of insurance certificates by the Supplier, nor the content of the insurance subscribed, shall limit the Supplier's liability.

12. COMPLIANCE WITH REGULATIONS AND STANDARDS

The Supplier warrants to ACTIA that the Supplies comply with the regulations and standards in force in the country where the Supplies are delivered or provided to ACTIA and in any other country where the Supplier knows that the Supplies will be used.

The Parties undertake to comply with the regulations applicable to the protection of personal data, and in particular to use personal data only for the purposes of the Order, to put in place all necessary security measures to protect this type of data, to ensure the compliance of any transfers outside the European Union, to delete this data at the end of the legal retention period or the period agreed between the Parties, and to comply with the requests of the data subjects. Each Party undertakes to notify the other Party of any data breach that has an impact on the processing of such data.

13. INTERVENTION AT AN ACTIA SITE

If all or part of the Supplies is to be carried out on ACTIA premises, the Supplier undertakes to comply with, and to ensure that its personnel and any sub-contractors comply with, the rules governing access to the premises, security requirements, including IT requirements, confidentiality rules, and the provisions of the internal rules.

14. CONFIDENTIALITY

All information of any kind communicated by ACTIA, or of which the Supplier may become aware of, for the performance of the Order, shall be considered confidential. The Supplier shall (i) keep said information strictly confidential, (ii) not disclose it to third parties, (iii) only disclose it internally to its personnel on a need-to-know basis, and (iv) ensure that the said personnel are bound by confidentiality obligations similar to those in the GTCP. This confidentiality obligation shall apply during the performance of the Order and for five (5) years from the end of the performance of such Order.

ACTIA undertakes to respect the same confidentiality obligations with regard to information communicated by the Supplier and expressly identified as being confidential.

The Supplier undertakes not to publish any article or advertising relating to the Order and/or the Supplies, nor any other information relating to its commercial relationship with ACTIA without the latter's prior written consent.

15. FORCE MAJEURE

Each Party shall promptly notify the other Party in writing no later than ten (10) calendar days after the occurrence of a case of force majeure preventing it from performing all or part of its obligations under the Contractual Documents.

Obligations which performance is rendered impossible by the occurrence of a force majeure event shall be suspended for the duration of that event, subject to the provisions of Article 18 "Termination".

16. TRANSFER - ASSIGNMENT - SUBCONTRACTING

The Supplier undertakes not to transfer or assign directly or indirectly all or part of the Order to a third party without ACTIA's prior written consent. This provision does not prohibit the Supplier from assigning to a third party receivables held by the Supplier under the Order.

ACTIA reserves the right to transfer or assign the Order to any ACTIA Group S.A.'s company or, in the event of a merger, split-up or partial contribution of assets, or transfer of goodwill, to any third party of its choice, upon notification to the Supplier. The Supplier accepts that the transferee shall be solely responsible for performance of the Order from the date of the notification, releasing ACTIA from any liability arising thereafter.

The Supplier undertakes not to subcontract the entire Order and undertakes not to subcontract any part of the Order without ACTIA's prior written consent. In any event, the Supplier shall remain solely liable to ACTIA for the performance of the Orders.

17. EXPORT CONTROL

The Parties undertake to comply with any export control laws and regulations that may be applicable to the Supplies (including the components, software, data and technical assistance). The Supplier undertakes to (i) identify the export control classification of each Supplies and complete the ECCD (Export Control Classification Declaration) classification form upon ACTIA's request,

(ii) notify ACTIA of any change in this classification, (iii) provide ACTIA with all the export control information required to comply with the laws and regulations, and (iv) provide ACTIA with the support required to comply with the export control laws and regulations.

The Supplier undertakes to apply to the competent government authorities, at no cost to ACTIA, for any licence or governmental authorisation required for the use, export or re-export of the Supplies. The Supplier undertakes to notify ACTIA immediately of the issuance of the export licence by the competent government authorities, or the existence of an exemption, and to provide ACTIA with a copy of said licence or a certificate describing in particular any restrictions applicable to re-exportation. Should the export licence be withdrawn, not renewed or invalidated, ACTIA reserves the right to terminate the Order automatically, without prejudice to its right to claim compensation for any damages sustained.

18. TERMINATION

Either Party shall be entitled to terminate the Order without need of judicial recourse, by sending to the other Party a registered letter with acknowledgement of receipt, if any of the following occurs:

- in the event of a breach by the other Party of any of its contractual obligations and failure to remedy such breach within thirty (30) days after formal notice by registered letter with acknowledgement of receipt;
- in the event of a breach by the other Party of its obligations as a result of the occurrence of an event of force majeure, the duration of which exceeds one (1) month as from its notification to the other Party or irrevocably prevents performance of the Order.

In case of termination of the Order for the Supplier's breach, ACTIA reserves the right to perform or have performed all or part of the Order at the Supplier's expense. In this respect, the Supplier undertakes to provide ACTIA with all the information required to perform the Order.

If the Supplier is a single source for ACTIA, ACTIA may postpone the effective date of termination until an alternative source has been implemented, in which case the Supplier undertakes to continue performance of the Orders in accordance with the Contractual Documents.

19. MISCELLANEOUS

Neither Party's failure to exercise or delay in exercising any of its rights under the Contractual Documents shall be construed as a waiver of the said rights for the future.

Should any provision of the Contractual Documents be null and void, the other provisions shall remain in force. The Parties will then endeavour to agree on a new provision which may replace the provision in question in order to maintain the contractual balance.

Nothing in the Contractual Documents may be interpreted as creating between the Supplier and ACTIA a mandate, a joint-venture or a relationship of agent or employee to employer.

20. APPLICABLE LAW - DISPUTE RESOLUTION

The Contractual Documents are governed by the Swedish law, excluding the Vienna Convention on the International Sale of Goods.

Disputes relating to the formation, interpretation, and application of any of the Contractual Documents or to agreements and legal relations flowing therefrom shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce (SCC). In the event of the sum claimed in the matter exceeding SEK 5 million, the dispute shall, however, be finally settled by arbitration in accordance with the Rules for Arbitrations of the SCC.

The seat of arbitration shall be Stockholm.

The language to be used in the arbitral proceedings shall be English.