



GENERAL PURCHASING TERMS AND CONDITIONS

Services

VERSION DECEMBER 2020

GENERAL PURCHASING TERMS AND CONDITIONS SERVICES

1 DEFINITIONS

<i>Agreement</i>	The written agreement executed between the Parties, of which these general purchasing terms and conditions are an integral part
<i>Coor</i>	Coor Service Management Group AB or any of its affiliates
<i>Delivery</i>	the Service, including Material, documentation, diagrams and written instructions which are necessary pursuant to the Agreement
<i>Intellectual Property Rights - IPR</i>	shall mean any patent, registered design, copyright, design right, database right, topography right, trademark, service mark, the right to apply to register any of the aforementioned rights, trade secret, right in un-patented know-how and any other intellectual or industrial property right
<i>Material</i>	products which the Seller is to deliver in combination with the Service pursuant to the Agreement
<i>Party/Parties</i>	Coor and the Supplier, individually or jointly
<i>Service</i>	the activity or function (with or without delivery of Material) ordered by Coor, to be provided by the Supplier. Unless otherwise agreed, the definition includes necessary equipment and aids to perform the Service
<i>Subcontractor</i>	a company which the Supplier engages to satisfy its delivery undertaking to Coor under the Agreement
<i>Supplier</i>	the supplier specified in the parties clause to this Agreement, which is a Party to this Agreement and responsible for delivering the Services to Coor

2 APPLICABILITY OF THE TERMS AND CONDITIONS

These general purchasing terms and conditions shall apply where reference hereto has been made during any phase of the procurement (e.g., in the invitation to tender, any order, or the Agreement). These general purchasing terms and conditions shall apply between the Parties and shall take precedence over other terms and conditions drafted by the Supplier unless otherwise expressly agreed in writing.

3 ORDER AND ORDER CONFIRMATION

Within five (5) business days of receiving an order, the Supplier shall send an order confirmation to Coor in which the Supplier confirms the order and delivery date. Both the order and the order confirmation shall be in writing.

4 CHARACTERISTICS OF THE DELIVERY, QUALITY, ETC.

- 4.1 The Supplier shall ensure that the Delivery complies with the laws and regulations applicable to the Delivery and shall procure and pay for notifications and licenses which are required to perform the Delivery. Upon request, the Supplier shall provide Coor with documentation showing that the Delivery meets these requirements.
- 4.2 Documented procedures that relate to the quality of the Delivery to be provided to Coor, including self-assessment, reporting of non-conformities, shall be in place.
- 4.3 In respect of design, type, quantity, quality and other characteristics, the Supplier shall ensure that the Delivery conforms to the provisions of the Agreement, is suitable, and is that which Coor could reasonably foresee in light of standard industry practice. The Delivery shall also be made with the skill and care which may be expected of skilled professional persons with experience of performing similar Services.

5 UNDECLARED WORKERS

The Supplier undertakes to actively seek to ensure that no “undeclared workers” are used, either within the Supplier’s own organization or the organizations of Subcontractors involved in the Delivery. At Coor’s request, the Supplier shall present documentation proving that the Supplier has (and any Subcontractors involved in the Delivery have) performed its/their obligations with respect to the payment of taxes and social security contributions. In the event the Supplier is unable to provide such proof within five business days of a request to do so, Coor shall be entitled to terminate the Agreement in accordance with section 22.2. In the event it becomes apparent, through a final and binding judgment or a decision of a public authority, that the Supplier (or a Subcontractor involved in the Delivery) has used undeclared workers, the Supplier shall pay Coor liquidated damages in the amount of SEK 1,000,000. The payment of liquidated damages shall not affect Coor’s right to be compensated for any loss it incurs as a result of what has occurred.

6 SUSTAINABILITY AND ETHICS

- 6.1 The Delivery shall be performed in a sustainable sound manner. The Supplier shall follow the national laws and regulations applicable to its operations and employment as well as Coor’s Sustainability Requirements for Suppliers, set forth at www.coor.com/for-suppliers/.
- 6.2 Documented procedures that relate to the Health & Safety of the Delivery to be provided to Coor shall be in place. The Supplier shall comply with, and inform its personnel about, the local administrative and safety regulations applicable to the relevant worksite.
- 6.3 The Supplier undertakes to work actively to ensure that there is no form of corruption, giving of bribes, receipt of bribes, measures which unfairly restrict competition, discrimination or harassment, either within the Supplier’s own organisation or at subcontractors. The Supplier further undertakes to comply with, and ensure, that all personnel of the Supplier and any subcontractors who are involved in the Delivery comply with Coor’s Code of Conduct for Suppliers, set forth at: www.coor.com/for-suppliers/.

7 SECURITY

- 7.1 The Supplier shall comply with, and inform its personnel about, the local security regulations applicable to the relevant worksite. Such regulations include, among other things, rules concerning identification cards, background checks, lock and key management, hot work, safety regulations, duty of confidentiality and specific regulations for “restricted areas”.
- 7.2 The Supplier’s personnel (and/or personnel of Subcontractors) shall carry ID card or a visitor’s badge fully visible at all time when working within Coor’s (or Coor’s customer’s) premises. Keys and key cards shall be personally signed for by Supplier’s personnel and shall be handled in accordance with good security practice. Loss of keys or key cards shall be reported without delay to Coor.
- 7.3 When an employee of Supplier (or a Subcontractor) has stopped working on a worksite, the Supplier shall without delay inform Coor of the change and return all keys, key cards, certificates, visitor’s badges and similar items. At the end of the Delivery, the Supplier shall procure that all such items are returned to Coor.
- 7.4 The Supplier guarantees that they have verified the actual identity for each of its personnel (and/or personnel of Subcontractors) involved in the Delivery through valid identification documents.

- 7.5 Coor's or Coor's customers goods shall not be removed from the premises without written permission.
- 7.6 Supplier's personnel shall not allow unauthorized persons access to Coor's or Coor's customer's premises.
- 7.7 The Supplier further undertakes to comply with, and ensure, that all personnel of the Supplier and any subcontractors who are involved in the Delivery comply with Coor's Information Security Policy for Suppliers, set forth at www.coor.com/for-suppliers/.
- 8 PERSONNEL AND SUBCONTRACTORS**
- 8.1 The Supplier shall perform the Delivery with personnel who have adequate and sufficient skill and who are otherwise suitable for the engagement. Upon Coor's request, the Supplier shall replace a person to whom the Supplier has assigned tasks in accordance with the Agreement, where the person in question is unsuitable for the tasks or Coor experiences difficulties in cooperation. The replacement of the person in question shall take place as quickly as reasonably can be required and without additional cost for Coor.
- 8.2 The Supplier is not entitled to engage a Subcontractor to perform the Delivery without Coor's prior written consent. If the Supplier uses a Subcontractor for the Delivery, the Supplier shall have full liability for the Subcontractor's work and any possible defects or damages caused by such Subcontractor.
- 9 DELIVERY DELAY**
- 9.1 The Delivery shall be performed within the agreed time. If the Supplier finds that Delivery cannot take place within the agreed time, the Supplier shall immediately inform Coor in writing as to when the Delivery can take place and state the reason for the changed delivery date. Such notification shall not limit the Supplier's obligations otherwise.
- 9.2 Where the Delivery fails to take place on time, the Supplier shall compensate Coor for any loss it incurs as a consequence of the delay.
- 9.3 Notwithstanding Coor's right to other remedies, Coor shall be entitled to cancel the purchase due to the delivery delay to the extent the delay is material to Coor.
- 10 SANCTIONS FOR DEFECTS, ETC.**
- 10.1 In the event of a defect in the Delivery, the Supplier shall, at its own expense, immediately remedy the defect at a time and in a manner which, in Coor's opinion, does not cause disruption of Coor's operations or those of Coor's customers. An identified security related vulnerability in an application provided for Coor or Coor's customers, shall be regarded as a defect in the Delivery. After remediation, Supplier shall without undue delay demonstrate to Coor's satisfaction that the defect or deficiency has been remedied
- 10.2 If the Supplier fails to remedy the defect within a reasonable time after notice of complaint, Coor has the right to, at the expense of Supplier, remedy the defect or deficiency by itself or through a third party. If the defect or deficiency cannot be cured, Coor is entitled to a price reduction corresponding to the defect or deficiency.
- 10.3 In addition to the foregoing, in the event of any defect in the Delivery the Supplier shall compensate Coor for any loss which Coor incurs due to the defect.
- 10.4 The Supplier shall indemnify Coor for Coor's liability in damages to any third party as a result of the Delivery or the Supplier's negligence otherwise.
- 11 INTELLECTUAL PROPERTY RIGHTS**
- 11.1 Any Intellectual Property Rights owned by either Party prior to when the Agreement is entered into shall remain the property of that Party.
- 11.2 The Supplier irrevocably assigns to Coor title and the right of use, as well as all other rights, attributable to the result of the Delivery. This shall also entail that Coor shall be entitled to change and modify the result of the Delivery as well as to assign the rights onwards. The aforementioned rights shall pass to Coor at the time of submission of the result of the Delivery.
- 11.3 To the extent Coor's (or Coor's customer's) use of the Delivery requires a grant of rights, e.g. a license from the Supplier or a third party, such grant of rights shall be included in the purchase and the agreed payment for the Delivery shall also include the grant of such rights.
- 12 IPR INFRINGEMENT**
- 12.1 The Supplier warrants that Supplier has the right and the power to grant Coor any rights in respect of Delivery. Moreover, Supplier warrants that the Delivery does not infringe any existing patent, registered design, copyright or other Intellectual Property Rights owned by any third party.
- 12.2 Supplier shall, at its own expense, indemnify, defend and hold harmless Coor against any claim alleging that the Delivery or the use of the result of the Delivery in accordance with the Agreement infringes Intellectual Property Rights of a third party.
- 13 LIABILITY**
- 13.1 Either Party is liable for damages caused by that Party (or that Party's subcontractor), including the Party's (or that Party's subcontractor's) affiliates, employees, consultants, acts or omissions.
- 13.2 A Party's liability per occurrence is limited to the total value of the Delivery from Supplier to Coor during the 12-months period preceding the damage or EUR 1,000,000, whichever is higher.
- 13.3 The limitation of liability set out in section 13.2 above shall not apply to (i) damages caused by product liability, IPR Infringement, breach of confidentiality, breach of provisions regarding personal data protection or breach of any of the provisions under Section 6 (Sustainability and Ethics) or Section 7 (Security), (ii) a Party's or Party's Subcontractor's liability for fraud, gross negligence or wilful misconduct, or liability for death or personal injury or (iii) to extent that the exclusions and limitations of liability would not be permitted under applicable laws.
- 14 INSURANCE**
- Supplier shall at all times keep in effect a general liability insurance and product liability insurance policy covering any claims for damages which Coor may be entitled to under the Agreement. The terms and conditions of the insurance shall be in line with what is customary in the industry, and the coverage limits shall not be less than one million Euro (EUR 1,000,000) per year and loss. The insurance must cover losses which the Supplier may cause to Coor, Coor's customers, or any third party. The Supplier shall present proof of the purchase and maintenance of such insurance not later than in conjunction with the start of Delivery.
- 15 PRICE**
- 15.1 Coor shall pay the price for the Delivery as specified in the Agreement.
- 15.2 The agreed prices are fixed, with no indexation, and pertain to a complete Delivery.
- 15.3 All prices are exclusive of VAT (but include all other taxes, charges, customs duties, etc.). VAT will, if applicable, be added on the invoices.
- 15.4 Coor shall not be liable to pay any fee or compensation other than those set out in the Agreement. Consequently, unless otherwise expressly agreed in the Agreement, the Supplier shall not be entitled to additional compensation for overtime work, per diem expenses, travel or accommodation expenses, freight cost, custom duties, invoicing fees, administrative charges, etc.
- 16 INVOICING AND PAYMENT TERMS**
- 16.1 Invoices with respect to the Delivery shall be issued on a monthly basis in arrears. Invoicing may not take place until the first business day of the month after Delivery has taken place and at the latest within two months thereafter. If Supplier fails to send the invoice within that time period, Supplier loses its right to remuneration for the relevant Delivery.
- 16.2 The invoice shall be sent to the Coor company that entered into the relevant Agreement and/or placed the order in respect of

the Delivery. Invoicing addresses for the Coor companies are set forth at www.coor.com.

- 16.3** The invoice shall contain the information which follows from the instructions regarding the content of invoices as set forth at www.coor.com. In the event the Supplier fails to provide the agreed information in an invoice pursuant to the foregoing, Coor shall be entitled to return the invoice to the Supplier, and request a new invoice containing the correct information and a new due date. No reminder fees or collection fees shall be payable where the invoice is returned due to incomplete information. Debit invoices and credit invoices must be separate documents.
- 16.4** Payment shall – if not longer payment terms have been agreed in the Agreement - be made within sixty (60) days after Coor receives a correct invoice, provided that the Supplier has delivered the Service in accordance with the Agreement.
- 16.5** Coor's payment of an invoiced amount shall not be deemed to constitute any approval whatsoever by Coor of the Supplier's performance of its agreed obligations.
- 16.6** In the event of late payment, statutory penalty interest on arrears shall be payable. If an overdue invoice, despite reminders, has not been paid by Coor, the Supplier shall, no later than five working days prior to collection notice (Sw. *inkassokrav*) is sent, contact the person responsible for this Agreement within Coor's sourcing group and inform about the late payment.
- 16.7** Unless otherwise agreed in the Agreement, the Supplier undertakes to provide all invoices in electronic form. The Supplier's expenses for implementing electronic invoicing shall be borne by the Supplier

17 CONFIDENTIALITY

- 17.1** The Supplier undertakes not to disclose to any third-party Confidential Information received from Coor, other companies in Coor's corporate group, its customers or its subcontractors, or information which the Supplier produces in conjunction with execution of the Delivery. The Supplier further undertakes to only use such Confidential Information for execution of the Delivery.
- 17.2** "Confidential Information" shall mean all information of a scientific, commercial, or other nature, regardless of whether the information is provided orally or in writing, documented electronically or otherwise, with the exception of:
- information which the Supplier can prove lawfully came to the Supplier's knowledge prior to the disclosure or use of the information;
 - information which is in the public domain or enters the public domain other than by means of the Supplier's breach of this undertaking or failure to act, or any other act by the Supplier; or
 - information received from a third party who is lawfully entitled to possess such Confidential Information and is not bound by any duty of confidentiality in respect of the information.
- 17.3** At Coor's written request, the Supplier shall return or destroy any and all documentation and other material which the Supplier has received from Coor, and shall provide written confirmation that all Confidential Information has been returned or destroyed.
- 17.4** The Supplier undertakes to procure that employees, consultants and board members of the Supplier and Subcontractors do not disclose Confidential Information to third parties. The Supplier shall also procure that any employees, consultants and board members of the Supplier or Subcontractors who may be assumed to come into contact with Confidential Information are bound by an undertaking to keep such information confidential to the same extent as the Parties under this confidentiality undertaking.
- 17.5** In the event of a breach of the provisions of this confidentiality undertaking, the Supplier shall upon demand pay Coor liquidated damages in the amount of EUR five thousand (5,000) in each individual case. Notwithstanding any contractual liquidated damages, Coor's shall be entitled to demand compensation in full for the loss it incurred as a result of the breach of the undertaking.

- 17.6** The confidentiality undertakings pursuant to this section 17 shall remain binding for a period of five (5) years after termination of the Agreement.

18 PERSONAL DATA PROTECTION

- 18.1** If and when the Supplier processes personal data in connection with the Delivery, for which Coor is the personal data controller, the Supplier is the personal data processor pursuant to the applicable data protection legislation. The categories of data subjects and personal data to be processed follow from the Agreement.
- 18.2** The personal data shall be processed by the Supplier solely for the purpose of fulfilling its undertakings under the Agreement, in accordance with its obligations under the applicable data protection legislation and instructions provided by Coor.
- 18.3** The Supplier shall implement technical and organisational measures to ensure appropriate protection of the personal data processed in accordance with the applicable data protection legislation and to inform Coor of the measures and any planned amendments to such measures.
- 18.4** The Supplier undertakes to assist Coor in so far as necessary for Coor's compliance with its obligations under the applicable data protection legislation.
- 18.5** The Supplier may not process personal data, for which Coor is personal data controller, after the Agreement has expired, unless the Parties agree upon this.
- 18.6** The Supplier shall grant Coor access to information necessary in order to verify that the obligations set out in this Clause 18 are complied with. Further, the Supplier shall participate in audits and inspections carried out by Coor or a governmental authority.
- 18.7** When the Supplier engages a Subcontractor for the processing of personal data (i.e. a sub processor), or changes such Subcontractor, the Supplier undertakes to enter into a data processing agreement with such Subcontractor and inform Coor about this prior to such Subcontractor starts processing personal data for with Coor (or Coor's customer) is controller. If such personal data is transferred to a third country (as defined in the applicable data protection legislation), the Supplier undertakes to inform Coor prior to such transfer and to ensure that legal ground for the transfer is secured and documented. The Supplier shall at all times keep Coor informed of its Subcontractors.
- 18.8** The Parties agree that the Supplier's remuneration for the Delivery includes compensation for the Supplier's measures and activities required for fulfilling its undertakings in this Clause 18. The Supplier shall not be entitled to compensation from Coor for any work or costs, due to such measures and activities.

19 AUDIT

- 19.1** Coor shall be entitled to perform audits at Supplier's premises or sites and/or at Coor's premises or sites regarding Supplier's proper fulfilment of the Agreement as regards pricing and invoicing, quantity and quality of the Delivery and related processes, confidential information, security requirements, Personal Data protection and the sustainability requirements. Such audit shall be performed, subject to advance notice of five (5) business days. In relation to Coor's rights to inspect and audit Supplier's data processing activities, reference is also made to section 18.
- 19.2** Coor shall be entitled to perform short-notice audits with three (3) hours' prior notice if a distinct incident has given rise to ground for suspicion of Supplier's breach of security requirements, Personal Data protection or the sustainability requirements.
- 19.3** Audit may only be carried out either by Coor's staff or by professional third party contracted by Coor, provided that the contracted third party has entered into confidentiality undertakings reasonably acceptable to Supplier. Audit must take place during regular business hours and shall be carried out with the intention to avoid interruption of Supplier's business.

- 19.4 Coor shall bear its own costs for audits, unless the audit identifies a breach of the Agreement by Supplier, which is not insignificant, in which case Supplier shall bear Coor’s cost for the audit. Supplier shall always bear Supplier’s cost for audits.
- 19.5 The right to perform audits shall also include a right to receive relevant information upon request and without Coor’s staff being physically present at Supplier’s site.

20 PUBLICITY AND MARKETING

The Supplier may not use Coor’s (or Coor’s customers’) company name or trademarks, or otherwise refer to Coor (or Coor’s customers’) in conjunction with advertising, other marketing, or any presentation (oral or written) without Coor’s prior written consent. Moreover, the Supplier shall not be entitled to issue any press release or make any other public statement on the basis of the Agreement without Coor’s consent.

21 FORCE MAJEURE

- 21.1 Neither Party shall be held liable or deemed in breach of the Agreement for any failure of or delay in performance of its obligations to the extent that and for so long as such performance is prevented or delayed by causes beyond its reasonable control which such party could not reasonably have provided against before entering into the Agreement, and which, having arisen, such party could not reasonably have avoided or overcome (“Force Majeure”). Force Majeure includes exceptional events or circumstances of the kind listed below provided that the conditions above are satisfied: war, civil war, armed conflict or terrorism or natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity and defects or delays in deliveries by Subcontractors if caused by any circumstance referred to in this Section.
- 21.2 The Party whose performance is prevented or delayed due to Force Majeure shall promptly inform the other party of the occurrence of any such event and such party shall use all reasonable efforts to avoid the effect of such event and to mitigate damages to the extent possible. Upon termination of such event, the prevented party shall resume performance of the Agreement.
- 21.3 Where a Party is prevented from performing its obligations under the Agreement due to an event referred to above for a period of time exceeding one (1) month, the other Party shall be entitled to terminate the Agreement which such Party is unable to perform due to an event stated in section 21.1 above with immediate effect and without either Party being under an obligation to pay compensation.

22 TERMINATION

- 22.1 Coor shall be entitled to terminate the Agreement, or any part of the Agreement, with 30 days’ notice of termination and without stating a reason, in respect of unperformed aspects of the Agreement, whereupon compensation shall be paid for work performed and Material delivered up to the date of termination of the Agreement.
- 22.2 Notwithstanding any other provision of this Agreement, either Party shall be entitled to terminate this Agreement at any time, with immediate effect, or at such later date as determined by the terminating Party where: (a) the other Party materially breaches the Agreement and fails to cure the breach within thirty (30) days from receipt of written notice thereof (the written notice shall contain a clear explanation of the nature of the breach of contract); (b) the other Party fails to fulfil its obligations in accordance with any statutory instrument or collective agreement (e.g. in respect of VAT registration, payment of social insurance charges and taxes, use of “undeclared workers”, etc.); or (c) the other Party is placed into liquidation, bankruptcy, or may be deemed to be insolvent. Where the Agreement is terminated pursuant to this section or section 9.3, the terminating party shall also be entitled to compensation for loss incurred.
- 22.3 Where a customer to Coor terminates an agreement with Coor due to acts or omissions by the Supplier, Coor shall also be

entitled to terminate relevant Agreements with the Supplier with immediate effect.

- 22.4 In the event of the termination of the Agreement, irrespective of the grounds for such termination, the Supplier undertakes – if requested by Coor, to a reasonable extent and free of charge, to aid and assist Coor to ensure a smooth transition and replacement of supplier, including making available to Coor (at no extra cost) all relevant data and documentation regarding the Delivery (including, but not limited to, data which the Supplier has stored in its systems) in the manner desired by Coor.
- 22.5 The Supplier shall also otherwise endeavor to ensure that, during the transition stage, the business can be maintained at an acceptable level even where this entails action after the Agreement has terminated, such as providing Coor or another supplier with critical expertise during a transition period. However, the Supplier shall not be required to take such action following termination of the Agreement unless Coor undertakes to compensate the Supplier based on the principles stated in the Agreement.
- 22.6 The Supplier shall provide any reasonable information and specifications requested by Coor for the purpose of use in any tender documentation for the continuation of the management of the business.

23 OTHER PROVISIONS

- 23.1 Neither Party may assign the Agreement or part thereof to any third party without the other Party’s written consent, provided that Coor may assign this Agreement, a Sub Agreement, or parts thereof, to another company in its group.
- 23.2 The Agreement shall, in all respects, be governed by Swedish law.
- 23.3 Disputes arising from this Agreement shall be conclusively resolved through arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (“SCC”). The Rules for Expedited Arbitration shall be applied where the amount in dispute is less than EUR 100,000; where the amount in dispute is EUR 100,000 or greater, the Arbitration Rules shall apply. Where the amount in dispute is greater than EUR 100,000 but less than EUR 1,000,000 the arbitral tribunal shall comprise one arbitrator. Where the amount in dispute is EUR 1,000,000 or more, the arbitral tribunal shall comprise three arbitrators. The amount in dispute includes the claimant’s claims in the request for arbitration as well as counterclaims made in the answer to the request for arbitration. The arbitral proceedings shall be held in Stockholm in English. Both the arbitral proceedings and the arbitral award shall be confidential.

SIGNATURE COOR	SIGNATURE SUPPLIER
Date:	Date: