

1. SCOPE

1.1. Application of General Conditions

These conditions ("General Conditions") shall apply to the purchase of Goods by Bulten. No other terms or conditions provided by the Supplier shall apply unless explicitly agreed in writing by the Parties with explicit reference to these General Conditions stating which parts of the General Conditions no longer apply.

Bulten and the Supplier are jointly referred to as the "Parties" and individually to as a "Party".

1.2. Precedence of agreements

In the event of conflict between these General Conditions and a Purchase Agreement, the latter shall prevail. Suppliers must fulfil delivery obligations for Goods during the term of the Purchase Agreement or as long as Bulten supplies Products to its customers.

1.3. Non-Exclusivity of Supply

Unless agreed otherwise, no Supplier shall hold exclusive rights for the delivery of Goods.

2. DEFINITIONS

2.1. The following terms shall have the meaning set out below: "Agreement" shall mean the Purchase Agreement, Technical Specifications, Orders, Delivery Plans, Supplier Code of Conduct, these General Conditions and all other agreement in relation to the delivery of the Goods.

"Change of Control" means an event where there is a sale, transfer, or other disposition of all or substantially all of the company's assets; or a transaction resulting in a person or entity acquiring more than 50% of the company's voting power; or the shareholders approve a complete liquidation or dissolution of the company.

"Confidential Information" shall mean any information that is not public and that belongs to a Party, any company belonging to the same group of companies as a Party, or a third party in relation to which any of the Parties or a company belonging to the same group of companies as a Party has an obligation to treat such third party's information as confidential.

"Delivery Plan" shall mean the document (in electronic or written form) setting forth Bulten's forecast and, if expressly set out, binding orders of future quantities needed, which also may include terms and conditions regarding the delivery of such forecast or binding orders. "Bulten" shall mean Bulten Fasteners AB, reg. no. 556010-8861, with registered address at August Barks Gata 6a, 421 32, Västra Frölunda, Sweden, or any of its subsidiaries respectively, depending on which company acts as the purchaser of the Goods. Any company of the Bulten-group shall have the right to buy the Goods from the Supplier on the terms agreed between the Supplier and another company of the Bulten group.

"Goods" shall mean production or spare parts, components, prototypes, units and fittings, raw materials, Typebound Tooling and development, construction and other services, including all drawings and other documents that shall accompany the Goods and software connected thereto.

"Intellectual Property Rights" shall mean rights in patents (including utility models), patent term extensions (including supplementary protection certificates), inventions, design patents, design rights (whether or not capable of registration), designs, copyrights, copyright related rights, moral rights, rights in databases, trademarks, trade names, rights under marketing law and passing off, topography rights and semiconductor chip rights, plant varieties (including plant variety rights) and all other intellectual property rights; in all cases whether or not registered or registerable, and applications for any of the foregoing respectively, and all rights to apply for the same (including the right to claim priority), and all rights and forms of protection of a similar nature or having a similar effect to any of these any-where in the world.

"NDA" shall mean a non-disclosure agreement.

"Order" shall mean an order regarding the delivery of Goods.

"Product" shall mean a product, including but not limited to a vehicle or vehicle component, into which the Goods are incorporated by Bulten or a third party.

"Purchase Agreement" shall mean the overarching framework agreement between Bulten and the Supplier, establishing the general terms and conditions governing the supply relationship. It integrates and takes precedence over all underlying documents, including but not limited to Orders, Delivery Plans, Technical Specifications, and Pricing Agreements, unless otherwise explicitly stated in writing. The Purchase Agreement does not specify volumes or products but sets the legal and commercial foundation for subsequent transactions.

"Supplier" shall mean the supplier of the Goods. "Supplier Code of Conduct" means the Bulten code of conduct for business partners, suppliers and service providers, as updated from time to time.

"Technical Specifications" shall mean the description of the Goods, including but not limited to shape, function, and material. Unless otherwise agreed in writing between the Parties, the specifications referred to by Bulten shall apply as Technical Specifications.

"Typebound Tooling" or "TT" shall mean all prototype and production tools, models, jigs, fixtures, measuring instruments, moulds, patterns and software connected thereto and other equipment supplied by Bulten or specially manufactured or adapted for manufacture or quality control of the Goods.

3. COMMUNICATION

3.1 Ongoing information exchange

Each Party shall continuously inform the other Party of all matters that are of importance for the Agreement. The Supplier shall specifically immediately inform Bulten in writing about any shortcoming or error it detects in any information and documentation provided by Bulten.

3.2 Inspection and audit rights

The Supplier shall, at the request of Bulten, let Bulten, Bulten's customer or its representatives (a) examine all relevant documents and other information pertaining to the Goods, the Supplier's obligations under the Agreement, payments made to or claims forwarded by the Supplier and (b) examine and inspect plants and processes connected to the Agreement for the purpose of establishing if the requirements under the Agreement are met. Inspections shall be carried out during normal working hours and after notice to the Supplier.

The Supplier shall, on Bulten's request provide its latest annual report. The Supplier shall also use its best endeavours to ensure that its sub-suppliers agree to grant Bulten the same rights in relation to them as those set out in this Section 3.2 in relation to the Supplier. Bulten shall at all times adhere to the confidentiality undertakings set forth in Section 14 below.

4. LOGISTICS AND CAPACITY

4.1 Supply chain dynamics and flexibility

The Supplier acknowledges that demand for Goods is subject to fluctuations driven by Bulten's customers. Both Parties agree to maintain flexibility and rapid communication to address such variations. The Supplier acknowledges that the industry in which Bulten operates is characterized by potential volatility and undertakes to use its best efforts to manage such volatility and maintain necessary operational and financial capability to meet Bulten's needs.

4.2 Order and acceptance terms

The Order confirms that the Supplier has been appointed as the Supplier of the Goods but shall not constitute a firm order for specific quantities unless explicitly stated in the Order. Firm orders are usually included in the Delivery Plans, as set out below. However, Bulten may also issue individual Orders specifying binding quantities. An Order shall be deemed accepted by the Supplier unless rejected in writing within 5 days of receipt.

4.3 Delivery Plans and forecasts

Bulten will regularly issue and update Delivery Plans. The Delivery Plans will expressly indicate the firm quantities that Bulten undertakes to purchase and the Supplier undertakes to deliver. Any quantities in excess of such indicated binding volumes will only constitute forecasts, which shall be non-binding for Bulten. If Bulten wholly or partially cancels a firm quantity indicated in an

- Order or Delivery Plan, Bulten shall compensate the Supplier for any reasonable, documented, and unavoidable costs directly incurred by the Supplier.
- 4.4. Agreement variations by Bulten**
Bulten reserves the right to make variations to the Agreement, including but not limited to changes in design, specifications, level of construction, materials, packaging, date of transport, time, and place of delivery. Bulten shall notify the Supplier hereof without undue delay. The Supplier shall perform all variations, provided that this is reasonable. In particular, variations which were foreseeable at the time of the Supplier's acceptance of an Order or the Delivery Plan, e.g. because Bulten's customer has reserved the right to order variations, shall be considered reasonable. However, any variation shall always be deemed accepted if it has not been rejected by the Supplier within 24 hours of receipt.
- 4.5. Negotiating unaccepted variations**
If the variation is justifiably not accepted, the parties shall as soon as possible negotiate a solution that secures performance of the variation by the Supplier. If the Parties are unable to reach an agreement, Bulten shall have the right to terminate the affected Order or Delivery Plan without liability, except for the obligation to compensate the Supplier for any reasonable, documented, and unavoidable costs directly incurred by the Supplier up to the date of termination.
- 4.6. Cost and time adjustments for variations**
The Supplier shall immediately notify Bulten in writing if the variation will affect the cost or the time plan and provide proof of such statement. The Parties shall thereafter together in good faith negotiate a reasonable adjustment of the price (increase or decrease) or other suitable adjustments.
- 4.7. Restrictions on Supplier variations**
The Supplier shall not make variations to the Agreement, specifically to the Goods, without prior written approval from Bulten.
- 4.8. Premature or excessive deliveries**
If the Supplier delivers a quantity prematurely or in excess of the volumes expressly confirmed by Bulten, Bulten shall not be responsible for taking delivery of, storing, or maintaining such Goods and shall further be entitled to return any such quantity at the Supplier's expense and receive compensation from the Supplier for any extra costs incurred.
- 4.9. Alternative supply obligation**
If the Supplier is unable, or reasonably expects to be unable, to meet Bulten's requirements for the Goods in accordance with an Order or Delivery Plan, the Supplier shall immediately notify Bulten thereof in writing. The Supplier shall, at its own cost and in consultation with Bulten, use all reasonable efforts to secure alternative supplies that meet the agreed quality and time requirements, provided Bulten gives its final written approval to such alternatives.
- 4.10. Long-term spare parts supply**
The Supplier shall, under the conditions of the Agreement and at serial production prices, supply Goods to enable Bulten to offer spare parts and components for 15 years after the end of serial production. If Bulten's customer demands a longer supply period, such period shall apply instead. For significantly reduced batch sizes in aftermarket volumes, the Parties agree to negotiate in good faith to determine fair and reasonable pricing, reflecting the impact of lower production efficiencies, and to ensure that delivery terms are in accordance with Section 6.2.
- 4.11. Electronic data and IT compliance**
The Supplier undertakes at all times to fulfil the requirements on electronic data transmission and other IT-requirements maintained by Bulten or its customers.
- 5. PRICES AND PAYMENT**
- 5.1. Fixed prices**
The Parties shall agree in writing on the price for the Goods. Unless otherwise agreed, the price shall include all costs, customs, fees, and taxes in accordance with the agreed delivery terms. The agreed prices shall remain fixed during the term of the Agreement unless adjusted under the provisions of this Section including adjustments under Section 5.4 (raw material compensation)
- 5.2. Price competitiveness**
The Supplier shall ensure that the Goods remain competitive in terms of price, quality, delivery, and technical function throughout the Agreement. Competitiveness will be assessed in good faith against market benchmarks and offers from alternative suppliers. If Bulten demonstrates that another supplier can provide the same or equivalent Goods under more competitive terms, the Supplier shall engage in good faith negotiations with Bulten to agree on revised terms within 30 days of notification. If no agreement is reached within this period, Bulten reserve the right to cancel the Goods concerned.
- 5.3. Cost reduction initiatives**
Bulten and the Supplier shall collaborate on cost reduction initiatives to enhance the competitiveness of the Goods. The Supplier shall provide detailed cost breakdowns, including labor, materials, overheads, and amortization costs, upon request. Any realized savings shall result in corresponding price adjustments for the Goods.
- 5.4. Raw material compensation**
To account for fluctuations in raw material costs Bulten offers a raw material compensation based on relevant indexes. Index to be applied, frequency of adjustments as well as thresholds are to be agreed and formalized in the Purchase Agreement.
- 5.5. Payment terms**
Unless otherwise stated in an Order or Delivery Plan, payments shall be made 60 days end of month from the date the invoice is received by Bulten. Early payment discounts may be agreed upon in writing.
- 5.6. Set-off rights**
Bulten retains the right to withhold, deduct, or set off any justified claims it has against the Supplier from amounts payable under the Agreement. Such set-offs must:
(a) Be proportional and legitimate, arising directly from the terms of the Agreement or related obligations.
(b) Be notified in writing to the Supplier in advance, specifying the nature, amount, and justification for the set-off.
- 5.7. Consistency across entities**
The price for Goods supplied to Bulten and its affiliates shall remain consistent unless otherwise agreed in writing.
- 6. TERMS OF DELIVERY**
- 6.1. Delivery specifications in Orders and plans**
The Orders and the Delivery Plans will normally specify the place of delivery, relevant price, time and date of delivery, recipient of the Goods, and other terms of delivery and payment. If Bulten submits an Order or Delivery Plan without all such specifications, Bulten shall supplement the missing information in a subsequent Order or Delivery Plan.
- 6.2. Delivery Term**
The agreed delivery term shall be construed in accordance with **Incoterms 2020**. Unless otherwise agreed in writing, the delivery term shall be:
(a) **FCA**, the Supplier's factory or another named point, for domestic or regional deliveries; or
(b) **FOB**, the named port of loading, for intercontinental deliveries.
- 6.3. Packaging, marking, and transport requirements**
The Supplier shall pack, mark, label, and transport the Goods in accordance with instructions issued by Bulten and/or Bulten's customer or, in the absence of such instructions, in accordance with applicable standard requirements.
- 6.4. Responsibility for licenses and certificates**
The Supplier is, at its own cost, responsible for import/export licenses and all other permits, inspections, information, or other requirements applicable to the manufacturing and delivery of the Goods. Upon delivery, the Supplier shall also supply Bulten with an export certificate containing, inter alia, details of the Goods' origin, in such form and content as Bulten or its customer may require.
- 6.5. Management of delays and remedies**
The Supplier shall immediately inform Bulten if the Supplier foresees or encounters any delay in the performance of its obligations. In the event of any delay, the Supplier shall be liable to fully compensate Bulten for all direct and indirect costs, losses, or damages that arise as a result of such delay.

Bulten shall, in addition, be entitled at its discretion to wholly or partially terminate the purchase of the delayed Goods, as well as any other Goods deemed unusable due to the delay, and to source such Goods from alternative suppliers at the Supplier's expense.

7. QUALITY AND ENVIRONMENT

7.1. Quality and environmental management standards The Supplier shall maintain and continuously improve its quality systems, processes, and standards in line with Bulten's requirements and the applicable industry standards, including but not limited to IATF 16949, ISO 9001 or any equivalent system specified by Bulten or its customers from time to time. The Supplier shall also comply with ISO 14001 or other relevant environmental management systems required by Bulten or its customers.

7.2. Inspection and audit rights

The Supplier shall permit Bulten, after reasonable notice, to inspect and audit the Supplier's production processes, testing methods, and related quality control measures. Such right to inspect shall extend, to the extent practicable, to the Supplier's sub-suppliers if Bulten or its customers have reason to believe there is a risk to quality, delivery performance, or compliance with the agreed standards. The Supplier shall use its best efforts to obtain the same access rights for Bulten at its sub-suppliers' premises.

7.3. Sample testing and approval

Before commencing series production of any new or modified Goods, the Supplier shall manufacture and test samples in accordance with Bulten's prevailing requirements, including PPAP (or equivalent) at the level instructed by Bulten. Any approvals of samples or prototypes by Bulten or its customers do not release the Supplier from its overall responsibilities and liabilities under the Agreement.

7.4. Production location and method changes

The Supplier shall not relocate, subcontract, or otherwise change the location or method of production of the Goods without Bulten's prior written approval. Any such approved change does not limit or reduce the Supplier's obligations to meet all requirements stated in this Agreement. The Supplier remains fully responsible for ensuring compliance with the agreed standards, regardless of any relocation or sub-supplier arrangement.

7.5. Environmental policy and compliance

The Supplier shall maintain an environmental policy and comply with all applicable laws, regulations, and environmental requirements set forth by Bulten (including but not limited to ISO 14001) and, where applicable, by Bulten's customers. This includes providing any required documentation, certificates of origin, or other disclosures to ensure legal compliance and alignment with Bulten's environmental expectations.

7.6. Customer-Specific Requirements ("CSRs")

The Supplier shall comply with all applicable Customer Specific Requirements ("CSRs") issued by Bulten from time to time, which condense relevant OEM and end-customer requirements. The Supplier shall take all necessary measures to ensure compliance with these requirements throughout its supply chain. In cases of noncompliance, the Supplier shall immediately notify Bulten in writing and take prompt, collaborative actions to implement corrective measures.

8. WARRANTY AND LIABILITY

8.1. Warranty of Goods

The Supplier warrants that all Goods supplied under this Agreement shall:

- (a) Conform in all respects to the Technical Specifications, drawings, samples, Statements of Work, including relevant industry standards specified by Bulten or its customers from time to time.
- (b) Comply fully with all applicable laws, regulations, and government or industry requirements.
- (c) Be fit for their intended or specified purpose, free from defects in design (to the extent the Supplier is responsible for design), materials, and workmanship, regardless of whether the design has been approved by Bulten.

8.2. Warrant period and extensions

The Supplier's warranty obligations shall cover defects notified by Bulten within 48 months from the later of:

- (a) The date the defective Goods or Product is delivered to the end customer; or
- (b) The date the defective Goods or Product is brought into use. For cases involving risks of personal injury, property damage beyond the defective Goods, or repetitive defects, the Supplier's liability shall extend to the later of:
 - (a) The date when third-party claims against Bulten become timebarred; or
 - (b) 10 years from the date the Goods were delivered to Bulten. These time limits apply to both original and replacement Goods.

8.3. Notifications, inspection and remedies

(a) Notification of defects:

Bulten shall notify the Supplier of any defect or non-conformity within a reasonable time after discovery.

(b) Inspection rights

If a defect is discovered in any of the Goods, Bulten reserves the right to inspect all Goods of the same kind at the Supplier's expense. The Supplier shall cooperate fully in facilitating such inspections, including providing resources for sorting, testing, and verification.

(c) For defective Goods

In the event of defective Goods, Bulten may, at its discretion:

- (i) Require the Supplier to sort, rework, or otherwise rectify the defective Goods, either on-site or at another designated location, at the Supplier's cost;
- (ii) request replacement or correction of defective Goods if deemed necessary, with all associated costs borne by the Supplier; or
- (iii) Seek reimbursement for costs incurred by Bulten in connection with sorting, rework, or other corrective measures undertaken as a result of the defect.

(d) Batch concerns and PPM expectations

If defects or non-conformities are found in a batch or shipment, Bulten may request the Supplier to inspect, sort, or test the entire batch to ensure compliance with the Agreement and Technical Specifications. Bulten adheres to the standards outlined in ISO 16426, which set expectations for PPM ("Parts Per Million") levels for sorted and non-sorted Goods. The need for sorting due to defects may influence the liability distribution, and the Supplier shall bear associated costs unless otherwise agreed in writing.

8.4. Liability for damages and field actions

The Supplier shall indemnify and hold harmless Bulten, its customers, and affiliates from any loss, liability, or expense arising from:

- (a) Defects in design (providing supplier is responsible for design), materials, workmanship, or manufacturing processes;
- (b) Field actions, product recalls, or corrective measures deemed necessary due to defects in Goods;
- (c) Claims for personal injury, property damage, or other losses directly or indirectly caused by the Goods, as outlined in Section 12.2.

8.5. Insurance Obligations

The Supplier shall maintain and provide evidence of adequate product liability, recall, and other necessary insurance coverage, as acceptable to Bulten as per Section 12.

9. TYPEBOUND TOOLING ("TT")

9.1. General Provisions

The ownership and use of TT are categorized as follows:

- (a) Supplier-Owned TT: TT entirely designed and funded by the Supplier unless otherwise agreed in writing.
- (b) Bulten or customer-owned TT: TT partially or fully paid for by Bulten or its customer. Ownership of such TT shall transfer to Bulten or its customer immediately upon its purchase, fabrication, or payment, whichever occurs first.

All TT must be registered and stored separately from other property, insured by the Supplier for its replacement value as per Section 12.3, and maintained in a condition suitable for the production of Goods under the Agreement.

9.2. Use, maintenance, and repair

- (a) Permitted Use: TT owned or funded by Bulten or its customer may only be used for manufacturing Goods under this Agreement. The Supplier shall not use such TT for any other purpose, including production for third parties or its own account, without prior written approval from Bulten.
- (b) Maintenance and repair: The Supplier shall, at its own expense, maintain and repair all TT to ensure compliance with Technical Specifications and other Agreement requirements, including production capacity for Delivery Plans and service parts.
- (c) Marking and record-keeping: TT owned by Bulten or its customer must be conspicuously marked to indicate ownership. The Supplier shall maintain a register of all TT and make it accessible to Bulten upon request.

9.3. Completion and payment

Completion: TT is considered completed when the necessary sample Goods have been produced, delivered to, and approved by Bulten or its customer as part of the acceptance process.

Payment conditions: If Bulten or its customer funds TT, payment shall only be made after the TT is completed, accepted, and all required documentation has been provided.

9.4. Ownership and relocation

- (a) Ownership: TT owned by Bulten or its customer shall not be transferred, pledged, or encumbered by the Supplier. The Supplier shall not object to Bulten's removal or relocation of such TT.
- (b) Relocation or disposal: The Supplier shall cooperate fully with Bulten's instructions for relocating or returning TT. Disposal of TT is prohibited unless expressly authorized by Bulten in writing.

9.5. Liability and indemnity

- (a) Risk and insurance: The Supplier assumes all risks of loss or damage to TT under its control, regardless of ownership. The Supplier is required to maintain adequate insurance coverage to protect against any such loss or damage. This insurance coverage must be sufficient to cover the full replacement value of the TT and any associated costs. The Supplier shall provide proof of such insurance coverage to Bulten upon request and ensure that the insurance policy remains in effect for the duration of the Supplier's control over the TT.
- (b) Indemnity: The Supplier shall indemnify and hold harmless Bulten and its customers for all costs, damages, or claims arising from the handling, misuse, or unauthorized use of TT.
- (c) Survival: All obligations regarding TT shall apply for as long as the TT remains in the Supplier's possession or control and shall survive any expiration, termination, or completion of the Agreement.

10. INFORMATION**10.1. Supplier's obligation to provide information**

The Supplier shall provide Bulten, at no additional cost, with all technical documentation, data, and certifications necessary to:

- (a) Ensure the correct delivery, installation, maintenance, or use of the Goods; and
- (b) Comply with regulatory or customer requirements, including any material data sheets, quality certifications, or traceability records.

11. INTELLECTUAL PROPERTY RIGHTS**11.1. Ownership of existing Intellectual Property Rights**

- (a) Use of Intellectual Property Rights owned by Bulten The Supplier may use Intellectual Property Rights owned by or licensed to Bulten, including technical data, drawings, and specifications, solely for the production and delivery of Goods to Bulten under this Agreement, and may not use such Intellectual Property Rights for the production and/or supply of any goods or services to any third party.
- (b) Use of Intellectual Property Rights Intellectual Property owned or controlled by the other Party shall be handled with equal care, ensuring it is utilized only for the specific purposes outlined in the Agreement.

- (c) Unless otherwise agreed by the Parties in writing, each Party or such Party's licensor shall be the exclusive owner of all right, title and interest in and to any existing technology and Intellectual Property Rights (including associated Intellectual Property Rights). Furthermore, any Intellectual Property Rights provided by a Party to the other Party may not without the prior written approval of the Party providing the Intellectual Property Rights be copied, reproduced, transferred or otherwise distributed to third parties. However, this shall not apply to any express rights set forth in this Agreement or for such rights that are necessary for Bulten in order to acquire ownership to the Goods and to use and to further distribute the Goods without limitations.
- (d) Unless Bulten has approved in writing, Supplier agrees not to introduce elements or property in the Goods that requires licenses and agreements for Bulten's use of the Goods including remanufacturing, repair, assembly, marketing, sale, offer to sell, import, and/or service the Goods.

11.2. Development results and ownership

- (a) **Bulten-funded development:** All results and Intellectual Property Rights from development work funded or substantially contributed to by Bulten shall remain the exclusive property of Bulten.
- (b) **Supplier-funded development:** Unless otherwise agreed, any results and Intellectual Property Rights arising from development work, which is substantially undertaken and funded by the Supplier, shall be jointly owned by both Parties. Each Party may use and commercialize the jointly owned results independently, provided that such use and commercialization does not conflict with any existing written agreement between the Parties.

11.3. Third-Party Infringements

Supplier is responsible for ensuring that the Goods, and any use of the Goods does not directly or indirectly infringe the Intellectual Property Rights of any third party and complies with any rules regarding use and distribution of open-source software (if any). The Supplier will, at its sole cost and expense, indemnify and hold Bulten harmless against any and all losses, costs, damages, expenses and other outlays resulting from claims that may be brought against Bulten or anybody that uses the Goods alleging that the Goods, components of the Goods, the use or assembly of the Goods infringes the Intellectual Property Rights of a third party or open source software rules (if applicable).

11.4. Supplier's Obligation to Resolve IP Infringements

In the event of an infringement claim regarding the Intellectual Property Rights of a third party, or in the event that a risk for such infringement is considered to exist, Supplier shall at its own cost and option:

- (a) create an opportunity for Bulten to continue to use the Goods in accordance with this Agreement;
- (b) modify and adjust the Goods to become non-infringing without its capacity or functionality being decreased; or
- (c) deliver to Bulten another non-infringing solution, provided that such solution substantially corresponds to the capacity and functionality of the Goods.

11.5. Supplier's Duty to Support in Infringement Disputes

The Supplier shall, at Bulten's request, assist Bulten in infringement disputes in which Bulten could become involved.

11.6. Restrictions on sub-licensing and use of third-party licenses

Bulten retains the exclusive right to sublicense any third-party intellectual property licenses related to this Agreement. The Supplier may not extend or transfer such licenses to subcontractors without explicit written approval from Bulten.

12. LIABILITY ETC.**12.1. General Liability**

The Supplier shall indemnify Bulten for all direct and indirect losses, damages, and costs arising from the Supplier's non-performance, or breach of any obligation under the Agreement, including but not limited to:

- (a) Delays in delivery, defective Goods, or failure to meet agreed specifications.
- (b) Costs resulting from production interruptions, assembly line stoppages, or delayed deliveries affecting Bulten or its customers.
- (c) Losses due to violations of applicable laws or regulations, including those relating to product safety and liability. For the avoidance of doubt, the Supplier is fully responsible for the actions and omissions of its sub-suppliers and subcontractors.

12.2. Product liability and recalls

The Supplier shall indemnify Bulten for all losses or expenses associated with recalls or corrective actions arising from defective Goods, including but not limited to:

- (a) Labor, replacement, testing, and transport costs.
- (b) Customer incentives or warranties provided as part of corrective measures.

Upon Bulten's request, the Supplier shall cooperate fully in implementing recalls, investigations, and corrective measures. The Supplier shall defend, indemnify and hold Bulten harmless from and against any and all loss, liability, cost and expense suffered by Bulten (including reasonable attorney's and expert's fees) arising out of a claim that a defect in the design or manufacture of the Goods, including defects in material and/or manufacturing process or techniques, caused personal injury or loss of, destruction or damage to property. This obligation of indemnification includes the Supplier's responsibility for all judgements or settlement amounts which may otherwise be or become the responsibility of Bulten but for the obligation of indemnification set forth in this Section 12.2. This obligation of indemnification shall inure to the benefit of Bulten. The Supplier shall, at Bulten's request, assist Bulten in disputes in which Bulten could become involved by reason of such alleged defects and if required by Bulten take on the conduct of any dispute.

12.3. Insurance requirements

The Supplier shall maintain the following insurance policies:

- (a) Product liability and recall insurance.
- (b) General liability insurance.
- (c) Insurance covering production interruptions, including those affecting Bulten and its customers, applicable to tooling under Section 9.1 and field actions under Section 8.4

Certificates of insurance shall be provided to Bulten upon request. If the Supplier fails to maintain adequate coverage, Bulten may procure such insurance at the Supplier's expense.

12.4. Limitations of Liability for Indirect Costs

The Supplier shall compensate Bulten for indirect costs, such as loss of profit or goodwill, only if:

- (a) Such costs arise from recalls or field actions directly attributable to the Supplier's Goods.
- (b) Compensation is expressly stipulated in the Agreement

12.5. Unlimited Liability in specific Cases

The Supplier's liability shall be unlimited in cases involving:

- (a) Personal injury or property damage caused by defective Goods.
- (b) Breaches of applicable laws or regulations, including safety and product liability laws.
- (c) Costs arising from recalls or field actions directly attributable to the Supplier's Goods

13. FORCE MAJEURE

13.1. Definition

A ground for relief ("**Force Majeure**") is an event beyond the reasonable control of the Parties, which is unforeseen at the time of entering the Agreement, and which prevents total or partial performance of the obligations under the Agreement. Example of Force Majeure events include, but are not limited to:

- (a) Natural disasters (e.g. earthquakes, floods, severe storms);
- (b) Acts of war, terrorism, or political unrest;
- (c) Epidemics, pandemics, or other public health crises;
- (d) Widespread infrastructure failures (e.g. national power grid outages).

Events that shall **not qualify** as Force Majeure include but are not limited to:

- (e) Strikes, disputes, or labor actions involving only the Supplier or its sub-suppliers;
- (f) Localized infrastructure or IT system failures ; and

- (g) Circumstances that merely increase the cost of performance without rendering it impossible.

The affected Party shall provide prompt written notice of the Force Majeure event, detailing its nature, impact, and expected duration, and shall take all reasonable measures to mitigate its effects, as outlined in Section 3.1 regarding communication protocols. The Parties shall cooperate to minimize the consequences of such an event to the extent possible.

13.2. Remedies

During a Force Majeure event, the affected Party's obligations shall be suspended for the duration of the event, and the timeline for performance shall be extended accordingly. Bulten is entitled to acquire Goods from other sources during the period of Force Majeure to minimize production disruptions. Furthermore, Bulten may continue to source Goods from such alternative suppliers for a reasonable period following the cessation of the Force Majeure event, to ensure the continuity of supply until the original supply arrangements are fully restored.

13.3. Termination.

If the Force Majeure event continues for more than 30 days, Bulten may terminate, in whole or in part, the Agreement or the purchase of affected Goods.

14. CONFIDENTIALITY

14.1. Obligations of Confidentiality

Confidential information may not be disclosed or used by anyone other than employees, subcontractors, or consultants directly engaged in fulfilling the Agreement, and only to the extent necessary for such performance.

Each party shall ensure that its employees, subcontractors, and consultants are bound by confidentiality obligations equivalent to this Section 14. Upon request, separate confidentiality agreements shall be concluded with such third parties.

14.2. Permitted Exceptions

The obligations under this Section 14 shall not apply to information that:

- (a) Is or becomes publicly available through no fault or breach of the Agreement by the receiving party.
- (b) Was already in the possession of the receiving party before being disclosed by the disclosing party, as evidenced by written records.
- (c) Is received from a third party not under any obligation of confidentiality.
- (d) Must be disclosed under applicable law, regulation, or court order, provided that the receiving party promptly notifies the disclosing party to allow for protective measures.
- (e) Bulten is required to disclose to its customers, provided that the Supplier is informed of this obligation prior to disclosure.

14.3. Return or Destruction of Confidential Information Upon Bulten's request, the Supplier shall promptly return or destroy all confidential information provided by Bulten, including any copies, reproductions, or data stored in electronic systems or other entities. The Supplier shall confirm such destruction in writing and, upon Bulten's request, provide evidence in line with TISAX and/or ISO 27001 standards to verify that all confidential information, including data stored in any entity or location, has been securely destroyed

14.4. NDAs and Superseding Agreements

This Section 14 shall apply unless the parties have entered into a separate confidentiality agreement or NDA. In the event of any conflict between this Section 14 and an NDA, the terms of the NDA shall prevail to the extent of the conflict.

14.5. Use of information provided by Bulten

The Supplier may use information provided by Bulten solely for the purpose of fulfilling its obligations under the Agreement. The Supplier shall treat such information as confidential and may not disclose it to any third party without Bulten's prior written consent.

14.6. Public Disclosure of the Business Relationship The Supplier may not disclose the existence of its business relationship with Bulten, including for advertising or promotional purposes, without prior written consent from Bulten.

15. TERM AND TERMINATION**15.1. Term of the Agreement**

Unless otherwise agreed, the term of the Agreement shall correspond to the period during which Bulten supplies Goods or Products to its customer under the relevant project. For non-projectspecific agreements, the term shall initially be three (3) years, automatically renewing for one-year periods unless terminated by either Party with six (6) months' written notice before the end of the initial or renewal period.

15.2. Termination

Either Party may terminate the Agreement if the other Party fundamentally breaches its obligations and fails to remedy such breach within thirty (30) days of receiving written notice. Bulten may terminate the Agreement with immediate effect, without notice for rectification, in cases including:

- (a) Breaches of Sections 9.1, 9.4, 10.1, 16.2 or 16.4.
- (b) The Supplier's refusal to accept an Order or Delivery Plan within the stated time.
- (c) Defective Goods exceeding 1000 PPM in a calendar month.
- (d) A production interruption at Bulten or its customer exceeding 24 hours caused by the Supplier.
- (e) At least five (5) delayed shipments (minimum two days each) within a twelve-month period.

In such cases, the Supplier's right to compensation is limited to payment for delivered Goods and Typebound Tooling that meet the Agreement's requirements.

15.3. Price discussions

The Supplier shall not cease supply during price discussions. If negotiations under Section 5.2 fail to yield mutually acceptable terms within two (2) weeks, either Party may terminate the Agreement for the affected Goods with six (6) months' notice.

15.4. Termination due to customer actions

Bulten may terminate the Agreement or specific Goods purchases if its customer cancels or discontinues the underlying orders, programs, or agreements. If such arrangements are subject to time-bound validity or renewal, Bulten may terminate in line with the customer's termination or non-renewal.

15.5. Insolvency or change of control

Bulten may terminate the Agreement with immediate effect if the Supplier:

- (a) Becomes insolvent, enters bankruptcy or liquidation, or initiates composition negotiations. Undergoes a Change of Control.

15.6. Supplier obligations upon termination

Upon termination, the Supplier shall:

- (a) Protect and return Bulten's property, including TT and documentation, as per Section 9
- (b) Cooperate with Bulten to minimize production disruptions.
- (c) Transfer title and possession of Goods, TT, raw materials, and work in progress that Bulten may acquire.
- (d) Terminate all relevant subcontracts.
- (e) Cease further work unless otherwise directed by Bulten.

15.7. Compensation and cost limitations

The Supplier's right to compensation for termination under Sections 15.3–15.4 is limited to:

- (a) Payment for delivered Goods and TT that meet the Agreement's requirements.
- (b) Costs for undelivered completed Goods or materials, provided they meet binding Orders or Delivery Plans and cannot be reused elsewhere.
- (c) Documented actual costs incurred to protect Bulten's property as described in Section 12.

Claims must be submitted in writing within four (4) weeks of awareness of the costs. Bulten is not liable for costs where Goods, parts, or materials can be reused for other deliveries.

15.8. Survival of obligations

Provisions under Sections 4.9, 8, 10.1, 11, 12, 14, and 15.6, and any other terms intended to survive, shall remain in effect after termination or expiry of the Agreement.

16. SUSTAINABILITY AND COMPLIANCE**16.1. Code of Conduct**

The Supplier shall comply with Bulten's Supplier Code of Conduct, which defines Bulten's principles and expectations concerning

anticorruption, competition law, protection of Intellectual Property Rights, data privacy, trade compliance, conflicts of interest, labor conditions, human rights, environmental sustainability, and other compliance matters. The Supplier shall also comply with all applicable laws and regulations related to these areas. The Supplier Code of Conduct, as updated from time to time, shall be made available to the Supplier by Bulten.

- (a) Bulten furthermore requires its partners to ensure that their sub-suppliers and service providers also comply with the principles of this Supplier Code of Conduct and the standards upon which it is based.
- (b) In the event of any conflict between applicable laws or regulations and the principles set forth in the Supplier Code of Conduct, the Supplier shall adhere to the more stringent requirements.
- (c) The Supplier shall immediately notify Bulten of any suspected or identified violations of the Supplier Code of Conduct or any applicable legal requirements.
- (d) Non-compliance with the Supplier Code of Conduct or applicable legal requirements, without corrective action taken within a reasonable time, shall constitute a material breach of this Agreement.
- (e) Upon Bulten's request, the Supplier shall provide all necessary information and data to demonstrate compliance with the Supplier Code of Conduct and relevant legal requirements. Bulten reserves the right to conduct audits in accordance with Section 3.2 to verify compliance, including unannounced audits where deemed necessary.

16.2. Export and import controls and origin compliance: The Supplier shall comply with all applicable export and import control laws, trade regulations, sanctions and related requirements, including the provision of accurate certificates of origin and export documentation.

The Supplier shall promptly inform Bulten of any changes to regulations or trade restrictions affecting the export, import, or trade of the Goods, including suspected or actual breaches of sanctions, and shall support Bulten in meeting any compliance obligations.

16.3. CO2 reporting and CBAM compliance

The Supplier shall monitor and provide accurate reports on the carbon emissions associated with the production, transportation, and delivery of the Goods, as requested by Bulten.

The Supplier shall cooperate with Bulten to ensure full compliance with applicable sustainability regulations, including the EU Carbon Border Adjustment Mechanism ("CBAM") or similar regulations in other jurisdictions.

16.4. Supply chain transparency

The Supplier shall, upon Bulten's request, provide complete transparency regarding its supply chain, including but not limited to:

- (a) Identification of sub-suppliers: Names, locations, and roles of all sub-suppliers involved in the production, transportation, and delivery of the Goods.
- (b) Processes and materials: Detailed descriptions of the processes, raw materials, and components used in manufacturing the Goods.
- (c) Sustainability practices: Information regarding the environmental, social, and governance ("ESG") practices employed throughout the supply chain.
- (d) Risk Assessments: Reports or data regarding identified risks, including human rights violations, unsafe labor conditions, and environmental impacts.

Failure to provide such information or refusal to cooperate in ensuring supply chain transparency shall constitute a material breach of this Agreement.

17. DATA and GDPR**17.1. Compliance with Data Protection Laws**

The Supplier shall process all data, including but not limited to personal data, in full compliance with the applicable data protection and privacy laws, including the General Data Protection Regulation ("GDPR") and any corresponding legislation in jurisdictions where the Supplier operates.

17.2. Data processing agreements

If the Supplier processes personal data on behalf of Bulten, the parties shall enter into a separate Data Processing Agreement ("DPA") to define the roles and responsibilities under GDPR or equivalent legal standards.

18. Information security and IT infrastructure requirement**18.1. Information security standards**

The Supplier shall implement and maintain best practices in relation to information security based on an established security standard, such as TISAX and/or ISO 27001 or an equivalent standard.

18.2. IT infrastructure and system security

The Supplier shall ensure that its IT infrastructure and systems are robust, secure, and capable of preventing unauthorized access, data breaches, and other security incidents. This includes, but is not limited to, implementing appropriate technical and organizational measures to protect against the risk of system downtime, data loss, or other disruptions that could significantly impact the Supplier's ability to deliver any services.

18.3. Incident response and reporting

In the event of a security incident or breach that affects the Supplier's systems or any data processed or communicated by the Supplier, the Supplier shall immediately notify Bulten and take all necessary steps to mitigate the impact of the incident. The Supplier shall provide a detailed incident report and cooperate fully with Bulten to resolve the issue and prevent future occurrences.

19. MISCELLANEOUS

19.1. Compliance with customer-specific requirements The Supplier is aware that Bulten's customers may demand compliance with specific requirements, including but not limited to employment conditions, working environment, confidentiality, and quality standards. The Supplier agrees to comply with such requirements as communicated by Bulten.

19.2. Restrictions on assignment and relocation

The Supplier may not transfer, assign, or subcontract any rights or obligations under the Agreement without Bulten's prior written consent. Similarly, relocation of production facilities for the Goods requires Bulten's written approval.

19.3. Modifications and amendments

No modifications to this Agreement are valid unless made in writing and duly executed by the Parties. For the avoidance of doubt, Bulten may amend these General Conditions at any time, with changes binding unless the Supplier objects within 10 days of notification. In the event that the Supplier objects to the amended terms within the specified period, Bulten shall have the right to terminate the Agreement upon six (6) months' written notice to the Supplier.

19.4. Severability

If any provision of the Agreement is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

20. DISPUTES AND APPLICABLE LAW**20.1. Applicable Law**

The Agreement and any related disputes, controversies, or claims shall be governed by and construed in accordance with Swedish substantive law, excluding its conflict of laws principles or the International Sales of Goods Act (Sw: lagen (1987:822) om internationella köp).

20.2. Dispute Resolution

All disputes arising out of or in connection with the Agreement, including its breach, termination, or invalidity, shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce ("SCC"). The seat of arbitration shall be Gothenburg, Sweden, and the language of the proceedings shall be Swedish if the Supplier's registered office is in Sweden and English otherwise. The arbitral tribunal shall consist of three arbitrators unless the amount in dispute is less than EUR 1,000,000, in which case a sole arbitrator shall preside.

20.3. Confidentiality on Arbitration Proceedings

All arbitral proceedings conducted pursuant to Section 20.2, 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.