



# General Purchase agreement

## Oetiker Sweden AB

<b>Index .....</b>	<b>1</b>
<b>1. REGULATIONS.....</b>	<b>2</b>
<b>2. COMMUNICATION .....</b>	<b>2</b>
<b>3. THE SUPPLIER'S PRODUCTION .....</b>	<b>2</b>
<b>4. RESULT TESTING .....</b>	<b>2</b>
<b>5. DELIVERY CHECKS .....</b>	<b>3</b>
<b>6. PRODUCT QUALITY/GUARANTEE.....</b>	<b>3</b>
<b>7. PRODUCT LIABILITY.....</b>	<b>3</b>
<b>8. SPARE PARTS .....</b>	<b>4</b>
<b>9. ORDER QUANTITY, CAPACITY AND DELIVERIES .....</b>	<b>4</b>
<b>10. DELIVERY CLAUSE.....</b>	<b>4</b>
<b>11. TECHNICAL CHANGES .....</b>	<b>5</b>
<b>12. TYPE-SPECIFIC EQUIPMENT .....</b>	<b>5</b>
<b>13. CONFIDENTIALITY .....</b>	<b>5</b>
<b>14. TERMS OF PAYMENT .....</b>	<b>5</b>
<b>15. PAYMENT .....</b>	<b>6</b>
<b>16. INDUSTRIAL LEGAL PROTECTION .....</b>	<b>6</b>
<b>17. EXPORT CONTROLS .....</b>	<b>6</b>
<b>18. OTHER SANCTIONS.....</b>	<b>6</b>
<b>19. EARLY TERMINATION .....</b>	<b>6</b>
<b>20. GROUNDS FOR EXEMPTION (OBSTRUCTION) .....</b>	<b>6</b>
<b>21. ENVIRONMENTAL CONCERNS.....</b>	<b>7</b>
<b>22. RIGHT TO TRANSFER .....</b>	<b>7</b>
<b>23. REGULATIONS RELATING TO PARTIAL VALIDITY OF THE PURCHASING TERMS AND CONDITIONS .....</b>	<b>7</b>
<b>24. APPLICABLE LAW .....</b>	<b>7</b>
<b>25. DISPUTE.....</b>	<b>7</b>
<b>26. OTHER TERMS AND CONDITIONS.....</b>	<b>7</b>
<b>27. OETIKER SWEDEN AB'S LIABILITIES .....</b>	<b>9</b>
<b>28. AGREEMENT PERIOD.....</b>	<b>9</b>
<b>29. APPENDICES .....</b>	<b>9</b>

In this Agreement, Oetiker Sweden AB (corporate identity No 556265-2601) and "SUPPLIER" is the party selling raw materials, semi-finished goods, components, services, tools, machinery, etc. to Oetiker Sweden AB.

## Purpose

OETIKER SWEDEN AB works in long-term supplier relationships with the aim of creating competitive offerings to its customers. For this purpose, OETIKER SWEDEN AB enters into purchase agreements with a limited number of suppliers that contribute or may come to contribute strategically to this long-term ambition.

## 1. REGULATIONS

- 1.1. Regulations specified in the order, in this Agreement, in the supplier-specific agreement or documents attached to these apply for deliveries. In order to be valid, any amendments or supplements to the applicable regulations shall be made in writing.
- 1.2. OETIKER SWEDEN AB recommends clear quality procedures and a quality manual. The SUPPLIER shall as a minimum be certified according to ISO 9000:2008.

## 2. COMMUNICATION

- 2.1. Each Party shall keep the other Party informed on all issues of importance for the Parties' performance of these terms and conditions together with the Supplier-Specific Agreement, and shall in all such communications express themselves with such clarity and using such means as are required in order to ensure correct performance in every respect.

## 3. THE SUPPLIER'S PRODUCTION

- 3.1. OETIKER SWEDEN AB and the SUPPLIER shall always strive to improve the production process.
- 3.2. The SUPPLIER is obliged to report promptly to OETIKER SWEDEN AB any defects found or suspected in articles sent to OETIKER SWEDEN AB.
- 3.3. OETIKER SWEDEN AB reserves the right following notification to inspect the SUPPLIER's manufacturing of articles intended for OETIKER SWEDEN AB, to carry out sampling and make other investigations as required at the SUPPLIER's premises.

- 3.4. The same right shall apply for OETIKER SWEDEN AB's customers at the SUPPLIER's premises. The SUPPLIER shall strive to agree with its suppliers that OETIKER SWEDEN AB shall have the corresponding right at their premises.

## 4. RESULT TESTING

- 4.1. It is incumbent upon OETIKER SWEDEN AB to supply correct manufacturing documentation, drawings and other significant information, such as assessments of annual volumes, sub-order quantities, etc. to the SUPPLIER. OETIKER SWEDEN AB shall receive result samples in conjunction with the purchase of new or changed articles and in the event of changes to type-specific equipment. Result testing shall be carried out by the SUPPLIER and OETIKER SWEDEN AB shall as necessary carry out verification testing.
- 4.2. The ISO-TS 16949:2002 standard shall apply as PPAP procedure for all changes and new articles, and the level shall be set in each individual case. In the event OETIKER SWEDEN AB requires IMDS reporting in its order, it is incumbent on the SUPPLIER to carry this out.
- 4.3. If OETIKER SWEDEN AB as a result of incorrect result tests is forced to carry out renewed verification testing, the SUPPLIER shall be responsible for the costs of this.
- 4.4. Once result tests have been approved by OETIKER SWEDEN AB, no changes in relation to function, appearance, characteristics, material, type-specific equipment, manufacturing method or manufacturing location may be made without written approval from OETIKER SWEDEN AB. This procedure requires new testing as agreed between the Parties.

4.5. OETIKER SWEDEN AB's approval of result test does not affect the SUPPLIER's liabilities and undertakings or the SUPPLIER's liability to deliver in accordance with the applicable regulations.

## 5. DELIVERY CHECKS

- 5.1. A delivery containing faulty articles shall without delay and in accordance with OETIKER SWEDEN AB's choice either be adjusted or replaced by a delivery of fault-free articles.
- 5.2. If OETIKER SWEDEN AB is forced to carry out a 100% check of articles delivered after discovering a faulty article, the SUPPLIER shall recompense OETIKER SWEDEN AB for the cost of such a check. The SUPPLIER is also responsible for the costs associated with any adjustment of faulty articles OETIKER SWEDEN AB is forced to carry out. A prerequisite for the right to compensation as per the foregoing is that OETIKER SWEDEN AB informs the SUPPLIER before starting a 100% check.
- 5.3. The SUPPLIER shall recompense OETIKER SWEDEN AB for transport costs for faulty articles delivered and, if the articles are returned to the SUPPLIER, also the cost of the return transport.
- 5.4. The SUPPLIER is also responsible for paying any extra transport costs for urgent delivery caused by faulty articles.

## 6. PRODUCT QUALITY/GUARANTEE

- 6.1. The SUPPLIER guarantees the function of the supplied articles, that the articles are correctly and professionally manufactured, that they are free from faults, that they correspond to the agreed specifications and that they are suitable for OETIKER SWEDEN AB's stated purpose.
- 6.2. If faulty articles are not adjusted or replaced without delay, OETIKER SWEDEN AB is entitled to cancel, in part or in whole, orders for the article and other articles that OETIKER SWEDEN AB cannot use due to the fault. The SUPPLIER shall recompense OETIKER SWEDEN AB for damage that OETIKER SWEDEN AB

suffers as a result of the delivery of faulty articles.

- 6.3. On markets where OETIKER SWEDEN AB due to mandatory regulations or customer requirements has more far-reaching guarantee liability or liability for faults, the SUPPLIER's liability vis-a-vis OETIKER SWEDEN AB shall, in addition to Items 6.1 and 6.2, be regulated in a special agreement if applicable.

## 7. PRODUCT LIABILITY

- 7.1. The SUPPLIER undertakes to keep OETIKER SWEDEN AB indemnified in every way and in every way to defend OETIKER SWEDEN AB against all possible claims that may be directed towards OETIKER SWEDEN AB by a third party as a result of personal injury, material damage or other possible damage that has arisen or is claimed to have arisen wholly or partly due to an injurious characteristic (defect or fault) or safety failing in articles supplied by the SUPPLIER. The SUPPLIER is not liable for any case where OETIKER SWEDEN AB has caused the safety failing by, e.g. processing, packaging or marking up the product. If OETIKER SWEDEN AB has caused such a safety failing by any such measure, the SUPPLIER shall be free from liability. The liability is limited to original faults and failings that existed when the SUPPLIER delivered the article to OETIKER SWEDEN AB.
- 7.2. The SUPPLIER's liability for damage caused to a third party as a result of an injurious characteristic (defect or fault) or safety failing in articles supplied applies during the period when any product liability can legally be invoked against OETIKER SWEDEN AB or OETIKER SWEDEN AB's customer.
- 7.3. The SUPPLIER undertakes to take out product liability insurance at its own expense and insurance protection in the event of a recall covering such an insured amount that adequate protection exists against the liability and the costs that may reasonably arise.

## 8. SPARE PARTS

- 8.1. The SUPPLIER shall on reasonable terms and conditions supply spare parts to such an extent that OETIKER SWEDEN AB can offer spare parts to its customers for 15 years after the production of the year model in question has ended.

## 9. ORDER QUANTITY, CAPACITY AND DELIVERIES

- 9.1. Deliveries shall be made according to OETIKER SWEDEN AB's order or other delivery instructions.
- 9.2. The Parties shall promptly report to each other's such circumstances as may affect deliveries.
- 9.3. The delivery plan shows the orders of quantity and article that are fixed, i.e. the quantity that OETIKER SWEDEN AB undertakes to purchase and that the SUPPLIER undertakes to supply.
- 9.4. The quantity in the delivery plan that is stated over and above the quantity according to the Item above shall only be regarded as a forecast and is not binding on OETIKER SWEDEN AB. However, the SUPPLIER is obliged to maintain such a production and delivery capacity that the forecast quantity can be delivered as well. The Parties may enter into a separate agreement relating to flexibility and capacity undertakings. Any objection to a delivery plan shall be made within 3 working days, otherwise it will be deemed accepted.
- 9.5. OETIKER SWEDEN AB and the SUPPLIER are aware that the actual requirement for articles is continuously determined by OETIKER SWEDEN AB's customers and that both Parties must abide by this. Attention, prompt exchange of information and great flexibility are fundamental prerequisites for the Parties' collaboration.
- 9.6. In the event the SUPPLIER delivers a quantity over and above OETIKER SWEDEN AB's order or before the time stated, OETIKER SWEDEN AB shall not be responsible for looking after, storing or caring for such articles, and OETIKER SWEDEN AB shall be entitled to return such excess or early delivered quantity to the SUPPLIER at the SUPPLIER's expense or receive

compensation from the SUPPLIER for storage costs. See the Appendix "Supplier-Specific Supplementary Agreement" for specified requirements.

- 9.7. The SUPPLIER shall immediately inform OETIKER SWEDEN AB if there is a risk of divergence from the agreed delivery and undertake all possible measures to avoid such divergence.
- 9.8. In the event articles are delivered late, OETIKER SWEDEN AB shall be entitled wholly or partly to cancel the purchase of the article and other articles OETIKER SWEDEN AB does not consider itself to derive benefit from due to the delay and to make a replacement purchase from another supplier. OETIKER SWEDEN AB reserves the right to hold the SUPPLIER responsible for the costs entailed by a delayed delivery. A delayed delivery according to this Item refers to delays of > 10 days.
- 9.9. The SUPPLIER shall use the agreed packaging for transport to OETIKER SWEDEN AB. Unless otherwise has been agreed in relation to packaging, the articles shall be packaged in such a way as not to be damaged during transport. Recyclable packaging shall be used as far as possible. Unless otherwise has been agreed, the SUPPLIER is responsible for costs relating to the packaging. Pallets, cartons and other packaging delivered to OETIKER SWEDEN AB shall be clearly marked with our article number and if possible also with a barcode. For specified terms and conditions, see Appendix "Supplier-Specific Supplementary Agreement".
- 9.10. In the event OETIKER SWEDEN AB shall be responsible for the transport cost, a carrier as advised by OETIKER SWEDEN AB shall be used. If OETIKER SWEDEN AB has not advised a carrier, it is incumbent upon the SUPPLIER to ask OETIKER SWEDEN AB for information about the carrier advised.

## 10. DELIVERY CLAUSE

- 10.1. Any delivery clause shall be interpreted according to the INCOTERMS applicable at the time of delivery. Unless otherwise specified,

the delivery clause shall be DDP OETIKER SWEDEN AB. For specified terms and conditions, see Appendix "Supplier-Specific Supplementary Agreement".

## 11. TECHNICAL CHANGES

11.1. OETIKER SWEDEN AB reserves the right to change the specification for articles ordered. All changes in specifications, drawings, etc. shall be signed for by the SUPPLIER. Any changes in price and other terms and conditions herein shall be agreed separately in writing.

## 12. TYPE-SPECIFIC EQUIPMENT

12.1. Type-specific equipment refers to all tools, jigs, fixtures, forms, models, drawings and other equipment that has been manufactured specifically for the article or supplied by OETIKER SWEDEN AB.

12.2. Type-specific equipment that has been provided, paid for or financed by OETIKER SWEDEN AB is the property of OETIKER SWEDEN AB. OETIKER SWEDEN AB shall have the right to acquire type-specific equipment that is the property of the SUPPLIER against reasonable remuneration and thereafter have complete disposal of it.

12.3. A list covering type-specific equipment shall be drawn up by the SUPPLIER and be kept available for OETIKER SWEDEN AB.

12.4. Type-specific equipment that is the property of OETIKER SWEDEN AB shall be marked by the SUPPLIER in such a way that it is clearly shown the equipment belongs to OETIKER SWEDEN AB. In the event the SUPPLIER becomes insolvent, the SUPPLIER shall immediately inform OETIKER SWEDEN AB thereof and ensure that OETIKER SWEDEN AB's property is separated from that of the SUPPLIER.

12.5. The SUPPLIER shall ensure that type-specific equipment is stored in a reassuring manner and is insured at an amount corresponding to the replacement value.

12.6. Type-specific equipment must not be changed, copied, destroyed or scrapped without written approval from OETIKER SWEDEN AB.

12.7. The SUPPLIER may not use type-specific equipment to manufacture items for itself or anybody else without OETIKER SWEDEN AB's written approval.

12.8. The SUPPLIER shall, at its own initiative and its own expense, maintain type-specific equipment. In the event type-specific equipment needs to be replaced, the SUPPLIER shall inform OETIKER SWEDEN AB of this in good time. Unless otherwise has been agreed, such replacement shall be carried out at the SUPPLIER's expense.

12.9. What applies to type-specific equipment shall in applicable parts also apply to data stored in electronic format and computerised geometries.

## 13. CONFIDENTIALITY

13.1. All information, equipment, know-how and technical documentation including data stored in electronic form and computerized geometries that the Parties have accessed through this business relationship shall be handled confidentially during the agreement period and afterwards. Copying and reproduction is only permitted within the framework for the performance of the Parties' undertakings and with respect for copyright rules.

13.2. The SUPPLIER may only publish this business relationship in advertising, for marketing purposes or otherwise use OETIKER SWEDEN AB's name or trademarks following written approval from OETIKER SWEDEN AB.

## 14. TERMS OF PAYMENT

14.1. Payment shall be made according to the terms and conditions agreed between the Parties. For specified terms and conditions, see Appendix "Supplier-Specific Supplementary Agreement".

## 15. PAYMENT

15.1. The due date of payment is calculated from the date of invoice, however no earlier than the date of delivery. A prerequisite for payment by the due date is that the invoice is correctly addressed and that it states OETIKER SWEDEN AB's complete order and article numbers.

15.2. Payment made does not entail approval of deliveries or the invoiced amount.

## 16. INDUSTRIAL LEGAL PROTECTION

16.1. If OETIKER SWEDEN AB has provided, carried out, participated in or paid for construction work relating to the agreed article, the intellectual right to the article shall devolve upon OETIKER SWEDEN AB unless otherwise has been agreed in a separate agreement.

16.2. If the right to the article does not belong to OETIKER SWEDEN AB, the SUPPLIER shall ensure that the article does not infringe anybody else's intellectual property right. In such an event, the SUPPLIER undertakes to indemnify OETIKER SWEDEN AB and if possible replace the article with another article that does not entail infringement of anybody else's right, or acquire the necessary permit.

16.3. The SUPPLIER undertakes not to manufacture articles unique to OETIKER SWEDEN AB for itself or any third party.

## 17. EXPORT CONTROLS

17.1. If the SUPPLIER's articles or parts thereof can be deemed to fall under national export or control regulations, it is incumbent upon the SUPPLIER to inform OETIKER SWEDEN AB in writing thereof and the implications of the export control. The SUPPLIER shall also keep OETIKER SWEDEN AB informed of any changes in export regulations for the SUPPLIER's articles.

## 18. OTHER SANCTIONS

18.1. If a Party in any significant respect neglects its liabilities according to the Purchase Agreement and does not correct this in full

within thirty (30) days following written notification thereof, the other Party shall be entitled to cancel the Purchase Agreement with immediate effect and receive compensation according to what is stated in the Purchase Agreement.

## 19. EARLY TERMINATION

19.1. If a Party in any significant respect neglects its liabilities (such as repeated quality or delivery disruptions) and does not correct this in full within thirty (30) days following written notification thereof, the other Party shall be entitled to cancel the Parties' Agreement with immediate effect and receive compensation for damage.

19.2. In addition to what is stated above, a Party shall be entitled to terminate the Purchase Agreement with immediate effect without any liability to pay compensation if:

19.3. the other Party starts composition proceedings, starts a company reconstruction, is made bankrupt, goes into liquidation or for any other reason can be deemed to have become insolvent; or

19.4. the other Party is bought by a competitor to the first Party.

19.5. If a Party should become insolvent, the other Party is entitled to cancel the Agreement immediately in whole or in part.

19.6. Termination according to these regulations shall be done without unreasonable delay after the circumstance invoked has become known, or should have become known, to the Party.

19.7. If a Party wishes to terminate the Agreement for any reason other than those described above, a notice period of 6 months shall apply.

## 20. GROUNDS FOR EXEMPTION (OBSTRUCTION)

20.1. A Party shall not be liable for neglecting to perform its liabilities if the failure to perform these is due to a circumstance ("Obstruction") outside the Party's control that the Party could

not reasonably have expected at the time of order, and the consequences of which the Party could not either reasonably have avoided or overcome. If the neglect is due to someone the Party in turn has employed, the Party shall be free from responsibility for the neglect only if the person employed by the Party should also be exempted in accordance with the foregoing.

20.2. If a Party finds that it cannot perform its liabilities due to the Obstruction, the Party shall promptly inform the other Party thereof.

20.3. A Party shall be liable to carry out such measures to a reasonable extent as the other Party requires as a result of the Obstruction and that are intended to ameliorate the consequences of the Obstruction.

20.4. If the Obstruction remains for more than 30 days, the Parties are free to waive in whole or in part such orders as relate to delayed or missing deliveries without incurring any liability vis-a-vis the other Party.

## 21. ENVIRONMENTAL CONCERNS

21.1. The SUPPLIER undertakes in construction and in choice of materials and manufacturing methods to strive to use solutions with little environmental impact. The SUPPLIER shall comply with applicable environmental protection legislation.

## 22. RIGHT TO TRANSFER

22.1. The SUPPLIER may not transfer or delegate its undertakings according to the Agreement or its terms and conditions without OETIKER SWEDEN AB's written approval.

22.2. If OETIKER SWEDEN AB allows the SUPPLIER in whole or in part to locate the manufacture at another company, the SUPPLIER shall ensure that this company complies with the regulations in the Agreement and applicable parts of these terms and conditions. However, this does not release the SUPPLIER from its liabilities according to the Agreement or the terms and conditions.

## 23. REGULATIONS RELATING TO PARTIAL VALIDITY OF THE PURCHASING TERMS AND CONDITIONS

23.1. In the event any item in these terms and conditions should be found to be invalid due to legislation, only that item shall be deemed invalid and the rest of the items shall remain valid.

23.2. In such an event, the Parties shall negotiate and reach an agreement on a new item to replace the invalid item that in its content produces the same or equivalent result.

## 24. APPLICABLE LAW

24.1. Swedish law shall be applied to the Parties' Agreement and these terms and conditions shall be interpreted according to Swedish law.

## 25. DISPUTE

25.1. Any dispute arising from the Agreement or deliveries made according to the Agreement shall be settled according to Swedish law. Such a dispute shall be determined in Sweden by arbitrators according to the Swedish Arbitration Act. If the dispute should relate to an amount that at the start of the dispute clearly does not amount to at most five basic amounts for social security purposes according to the Swedish National Insurance Act (1962:381), a Party shall however be entitled to bring the case before a public court in Sweden.

25.2. In the event OETIKER SWEDEN AB is forced to submit to another jurisdiction or choice of law in a dispute relating to the articles delivered, the SUPPLIER shall also submit to such jurisdiction and such choice of law.

## 26. OTHER TERMS AND CONDITIONS

26.1. Any addition, deduction or amendment to this Agreement shall be made in the Supplier-Specific Supplementary Agreement, which shall be signed by both Parties and be appended to this document.



---

Document name:	General Purchase agreement OSW	Created by:	Andreas Forslund	Process:	Purchasing
Issued date:	2014-05-16	Approved by:	M.G.	Sub-process:	Supplier nomination

---

26.2. OETIKER SWEDEN AB assumes that the  
SUPPLIER and its subcontractors do not use  
under-age labour.





Document name:	General Purchase agreement OSW	Created by:	Andreas Forslund	Process:	PURCHASE
Issued date:	2014-05-16	Approved by:		Sub-process:	Supplier

## 27. OETIKER SWEDEN AB'S LIABILITIES

In addition to the liabilities described above, OETIKER SWEDEN AB undertakes to

- Inform unambiguously and fully about our requirements on articles and how these will be used in their final application.
- Communicate and specify clearly changes to the agreed specifications.
- Assist the SUPPLIER with technical support.
- Inform about purchasing requirements and changed prerequisites as early as possible.
- Notify divergences and failings in articles and services received as early as possible in order to find solutions to problems together with our suppliers.

## 28. AGREEMENT PERIOD

The Agreement is valid up to and including 31 December 2014 and shall be extended yearly unless a Party terminates the Agreement according to Item 19 (19.1-19.7).

## 29. APPENDICES

1. Supplier-Specific Supplementary Agreement

PURCHASER  
Anderstorp

OETIKER SWEDEN AB

---

SUPPLIER

Suppliers Company name

---