

STANDARD TERMS AND CONDITIONS

FOR THE PURCHASE OF

GOODS AND/OR SERVICES

1 Definitions and Interpretation

In these Conditions, the following definitions apply:

Bribery Legislation: the bribery provisions in the Swedish Penal Code (1962:700), the UK Bribery Act 2010 and any and all similar anti-bribery and/or anti-corruption legislation of any jurisdiction applicable from time to time to the Supplier, the Customer, these Conditions and the Contract and/or its subject matter (including, the U.S. Foreign Corrupt Practices Act of 1977).

Business Day: a day other than a Saturday, Sunday or public holiday in Sweden when banks are open for business.

Change of Control: that a person who had Controlled any person ceases to do so or another person acquires Control of such person, unless such Change of Control happens for the purpose of a solvent voluntary reconstruction or amalgamation.

Code: the Customer's Code of Business Conduct as updated from time to time and which is available at www.hsholdings.co.uk.

Compliance Regulations: together, the Bribery Legislation, the Code, the Customer's Modern Slavery Policy and the Modern Slavery Policy.

Conditions: these terms and conditions as amended from time to time in accordance with Clause 12.2

Conflict Minerals: tin, tungsten, tantalum and gold and their ores sourced in conditions of armed conflict and/or human rights abuses, whether in the eastern Democratic Republic of Congo or an adjoining country or otherwise;

Contract: the contract between the Customer and the Supplier for the purchase of Goods and/or Services pursuant to an Order in accordance with these Conditions.

Control: that a person possesses, directly or indirectly, the power to direct or cause the direction of the affairs and policies of the other person (whether through ownership or share capital, possession of voting power, ability to appoint directors, contract or otherwise) and "**Controls**" and "**Controlled**" shall be interpreted accordingly.

Customer: ATA Hill & Smith AB, Box 705, 192 07 Sollentuna, Sweden.

Customer's Modern Slavery Policy: the Anti-slavery and Human Trafficking Policy of the Customer and/or its parent or holding company, as updated by the Customer and notified to the Supplier from time to time (a copy of which will be made available to the Supplier on request).

Deliverables: all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

Goods: the goods (or any part of them) set out in the Order which the Supplier is to provide to the Customer in accordance with these Conditions.

Goods Specification: any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Modern Slavery Laws: Sections 1 and 1a in the Swedish Penal Code (1962:700), the UK Modern Slavery Act 2015 and all other applicable laws which relate to slavery, indentured workforces and human trafficking.

Modern Slavery Policy: an internal policy to ensure compliance with the Modern Slavery Laws, which shall include provision of appropriate and regular training for any Supplier Related Party.

Order: the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form, or such other form as the Customer may determine from time to time.

Services: the services, including without limitation any Deliverables, to be provided by the Supplier to the Customer under the Contract as set out in the Service Specification.

Service Specification: the description or specification for Services agreed in writing by the Customer and the Supplier.

Supplier: the person or firm from whom the Customer purchases the Goods and/or Services.

Supplier Related Party: the Supplier's officers, employees and agents and all other persons employed or engaged by the Supplier, including its own suppliers, in connection with the Contract or any part of it and/or any associate of such person;

2. Basis of Contract

- 2.1 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.
- 2.2 Regarding the supply of Goods, these Conditions are supplemented by NL 09 E, *General Conditions for the Supply of Machinery and other Mechanical, Electrical and Electronic Equipment in Denmark, Finland, Norway and Sweden (NL 09 E)*. In case of contradiction between these Conditions and NL 09 E, these Conditions shall have priority.

3. Supply of Goods

- 3.1 The Supplier shall ensure that the Goods shall:
 - (a) correspond with their description and any applicable Goods Specification;
 - (b) be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer and in this respect the Customer relies on the Supplier's skill and judgment;
 - (c) be free from defects in design, materials and workmanship and remain so for 12 months after delivery; and
 - (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

- 3.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.
- 3.3 The Customer shall have the right to inspect and test the Goods at any time before delivery.
- 3.4 If following such inspection or testing the Customer considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at Clause 3.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.5 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and the Customer shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 3.6 The Supplier shall ensure that:
- (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
 - (b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - (c) if the Supplier requires the Customer to return any packaging material for the Goods to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.
- 3.7 Title and risk in the Goods shall pass to the Customer on completion of delivery, provided that if the Customer pays for the Goods prior to delivery, title to the Goods shall pass to the Customer when payment is made.

4 Supply of Services

- 4.1 If the Contract is for or includes Services to be performed by the Supplier then the Supplier shall, for the duration of the Contract, provide the Services to the Customer in accordance with the terms of the Contract.
- 4.2 In providing the Services, the Supplier shall:
- (a) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - (b) ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Specification;
 - (c) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - (d) obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;

5. Compliance

- 5.1 In the performance of all of its obligations under these Conditions and the Contract the Supplier shall comply with this Clause 5 at all times.
- 5.2 Each Party agrees to comply fully, at its own expense, with all applicable laws and regulations of Sweden and any other applicable local law or regulation, including (without limitation) import and export laws, restrictions, national security controls, anti-slavery and human trafficking legislation and anti-corruption legislation.
- 5.3 The Supplier represents, warrants and undertakes to the Customer that:
- (a) in relation to these Conditions and the Contract or otherwise, neither the Supplier nor, to its knowledge, any of its employees, sub-contractors or agents or others performing services on behalf of the Supplier has done or will do anything which constitutes a breach by the Supplier or Customer of the Compliance Regulations;
 - (b) the Supplier will comply with its own Modern Slavery Policy or similar human rights policy, to the extent that it has adopted such policy, and that it will present such policy to the Customer for review upon request;
 - (c) the Supplier is not aware of any circumstances within its supply chain or involving any Supplier Related Party that could give rise to an investigation relating to an alleged breach of, or prosecution under, the Compliance Regulations;
 - (d) the Supplier will not use and will ensure that its supply chain does not use any Conflict Minerals in its manufacturing or activities or in the provision of the Goods or Services;
 - (e) the Supplier shall comply with the Compliance Regulations in connection with the Contract or its relationship with the Customer or any companies within the Hill & Smith Holdings plc group of companies, and the Customer's business and shall immediately notify the Customer if it discovers or suspects that any of its officers, directors, employees or representatives are acting or have acted in a way which violates such Compliance Regulations and take such remedial action as the Customer shall reasonably direct;
 - (f) the Supplier shall maintain such records relating to any Contract and/or in relation to these Conditions as to enable the Customer to determine the Supplier's compliance with the Compliance Regulations in accordance with Clause 5.6;
 - (g) the Supplier will sign an Anti-Corruption Certification substantially in the format set out in Schedule 1, as amended from time to time by the Customer, at least once in every 12 month period of the Contract;
 - (h) the Supplier will promptly co-operate (and will procure that each of its employees, agents, sub-contractors and any others performing services on its behalf in relation to the contract and/or its subject matter will co-operate) with the Customer and/or any regulator and/or prosecutor in any investigation relating to any breach, or alleged breach, of any Compliance Regulation by the Supplier or any of its employees, agents, sub-contractors or others performing services on its behalf; and
 - (i) neither the Supplier nor any of its shareholders, subsidiaries or affiliates nor any of its or their directors, officers, agents or employees has been subject to any investigation by any government agency with regard to any breach of the Compliance Regulations.
- 5.4 The Supplier will throughout the term of the Contract comply with, monitor and enforce the obligations referred to in Clause 5.3 above.

- 5.5 the Supplier shall endeavour to obtain undertakings from any Supplier Related Party it enters into contract with that such Supplier Related Party will comply with the Modern Slavery Laws and the Modern Slavery Policy, and that the Supplier may audit any Supplier Related Party to ensure such compliance.
- 5.6 The Supplier agrees that it must be able to demonstrate its compliance with the requirements referred to in this Clause 5 at the request of and to the satisfaction of the Customer which includes, but is not limited to, the Customer having the right to inspect (at the Customer's cost and upon reasonable notice) any site, records and files of the Supplier relating to the Contract (or any other business transaction with the Customer or any member of the Hill & Smith Holdings PLC group of companies).
- 5.7 The Supplier shall, at its own cost, perform any appropriate remediation actions required by the Customer or any regulator to address any issues or failures whether identified by an audit carried out pursuant to Clauses 5.6 or 5.7 or otherwise, and within such timescales as are agreed with the Customer.
- 5.8 If the Supplier fails to comply with this Clause 5, the Customer shall be entitled, in its sole discretion, to terminate the Contract and any other contracts between the Supplier and Customer without penalty to the Customer but with obligations for the Supplier to remedy any damages suffered by the Customer as a result of such termination or breach of Contract. Any termination pursuant to this Clause 5.8 will be without prejudice to any right and/or remedy, that has already accrued, or may subsequently accrue, to the Customer.
- 5.9 The Supplier shall be responsible for obtaining any necessary import and export licences or permits necessary for the performance of its obligations under the Contract and the Supplier shall be responsible for any and all customs, duties, clearance charges, taxes, brokers' fees and other amounts payable in connection with the importation, exportation and delivery of the Goods and Services and any associated technology.
- 5.10 The Supplier in addition, hereby confirms to the Customer, that it does not in the course of its general business activities, (regardless of any prior export licence, licence exception or general licence), supply Goods or Services and their associated technologies directly or indirectly to any person, entity or into any territory which is embargoed, prohibited, debarred or otherwise the subject of sanctions from Sweden, the United Kingdom, the European Union, the United States of America or the territory in which the Supplier is located.
- 5.11 For the avoidance of doubt, this Clause 5 shall survive termination or expiry of the Contract, howsoever arising.

6 Charges and Payment

- 6.1 The price for the Goods shall be the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the Order date. The price shall be payable in the currency stated on the Order or, where no currency is stated, in SEK.
- 6.2 The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Customer, the charges for the Services shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 6.3 In respect of Goods, the Supplier shall invoice the Customer on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Customer on completion of performance of the Services. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.

- 6.4 In consideration of the supply of Goods and/or Services by the Supplier, the Customer shall pay the invoiced amounts within thirty (30) days of receipt of a correctly rendered invoice from the Supplier.
- 6.5 All amounts payable by the Customer under the Contract are exclusive of valued added tax.
- 6.6 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue amount according to the Interest Act (1975:635). This Clause shall not apply to payments that the defaulting party disputes in good faith.
- 6.7 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow the Customer to inspect such records at all reasonable times on request.
- 6.8 The Customer may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future and whether or not either liability arises under the Contract or otherwise.

7. Limitation of liability

- 7.1 The Supplier shall keep the Customer indemnified against all liabilities, costs, expenses, damages and losses suffered by the Customer as a result of or in connection with:
- (a) any claim made against the Customer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Deliverables and/or the Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
 - (b) any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- 7.2 With amendment to NL 09 E, Clause 14 and Clause 32, the Supplier's total liability for (i) delay or defects in Goods or Services or (ii) for any other breach of this Contract shall be limited to 100 % of the Order value of the Goods or Services in question, except in case of wilful misconduct or gross negligence.
- 7.3 This Clause 7 shall survive termination of the Contract.

8. Insurance

- 8.1 During the term of the Contract and for a period of six (6) years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract and shall, at the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each of the requisite insurances.

9. Confidentiality

- 9.1 A party (**receiving party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been

disclosed to the receiving party by the other party (**disclosing party**), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this Clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

9.2 This Clause 9 shall survive termination of the Contract.

10. Termination

10.1 Without limiting its other rights or remedies, the Customer may terminate the Contract in whole or in part:

- (a) in respect of the supply of Services, by giving the Supplier one (1) months' written notice; and
- (b) in respect of the supply of Goods, in whole or in part at any time before delivery with immediate effect by giving written notice to the Supplier, whereupon the Supplier shall discontinue all work on the Contract. The Customer shall pay the Supplier fair and reasonable compensation for any work in progress to the extent that the same cannot be redeployed or otherwise mitigated in respect of the Goods at the time of termination, but such compensation shall not include loss of anticipated profits or any indirect loss or damage whatsoever.

10.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract by giving the Customer three (3) months' written notice.

10.3 In any of the circumstances in these Conditions in which a party may terminate the Contract, where both Goods and Services are supplied, that party may terminate the Contract in respect of the Goods, or in respect of the Services, and the Contract shall continue in respect of the remaining supply.

10.4 Without limiting its other rights or remedies, the Customer may terminate the Contract in whole or in part with immediate effect by giving written notice to the Supplier if:

- (a) the Supplier commits a material breach of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of receipt of notice in writing to do so. For the avoidance of doubt a breach of Clause 5 of these Conditions shall constitute a material breach for the purposes of this Clause;
- (b) the Supplier repeatedly or persistently breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
- (c) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;
- (d) the Supplier is otherwise obviously insolvent;
- (e) the Supplier suspends or ceases, or threatens to suspend, or cease, to carry on all or a substantial part of its business;

(f) the Supplier undergoes a Change of Control.

10.5 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued prior to and as at the date of termination.

10.6 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

11. Consequences of Termination

11.1 On termination of the Contract for any reason, the Supplier shall immediately deliver to the Customer all Deliverables whether or not then complete, and return all Customer materials to the Customer, to the extent that the same are not stored in backup IT systems where Supplier shall not be required to have to retrieve the same.

12 General

12.1 Notices

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this Clause, and shall be delivered personally, or sent by regular mail or other next working day delivery service or commercial courier.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 12.1(a); if sent by regular mail or other next Business Day delivery service, at 9.00 am on the second Business Day after posting; or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

12.2 Variation

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by both parties.

12.3 Governing Law and jurisdiction

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or shall be governed by Swedish law. The courts of Sweden shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract.