

## Sisource General Terms of Purchase

### Scope

These general conditions of purchase shall apply between the Buyer and the Supplier unless otherwise expressly agreed in writing. The general conditions of the Supplier shall not apply.

### 2. Definitions

2.1 "Agreement" means these general conditions of purchase and any other document the parties have agreed to form part of the Buyer's purchase of the Products.

2.2 "Buyer" means Sisource AB purchasing Products from the Supplier under the Agreement.

2.3 "Product" means a product and/or services made subject to these general conditions of purchase.

2.4 "Proprietary Information" means all technological, financial, commercial or other information or data of a proprietary or confidential nature and identified as such by an appropriate legend or marking.

2.5 "Purchase Order" means an order in writing by posted mail, fax, email or other portal solutions for purchase of Products by the Buyer, submitted by the Buyer to the Supplier, subject to these general conditions of purchase.

2.6 "Supplier" means the seller of the Products.

2.7 "Business Day" means any day other than a Saturday, Sunday or bank holiday

### 3. Ordering procedures

3.1 The Supplier shall within three (3) business days from receipt of the Purchase Order, including Purchase Order for direct deliveries, either confirm the Purchase Order, confirming, quantity, product specification, price and delivery date and thus accept these general conditions of purchase, or reject it. If the Supplier has neither confirmed nor rejected the Purchase Order within the said time period, the Supplier is deemed to have accepted the Purchase Order, and thereby these general conditions of purchase.

3.2 Unless otherwise agreed in writing, the Buyer may modify an order or cancel it in full or in part at all times. The Supplier will be entitled to compensation only if the order is cancelled in full. Such compensation shall be limited to the costs reasonably

and actually incurred by the Supplier, and shall under no circumstances exceed the price stated in the order.

3.2 Terms that diverge from these general conditions of purchase shall have no applicability unless the Buyer has expressly accepted the relevant term in writing.

### 4. Statement of Conformity

When delivery of Purchase Order according to (3) the Supplier shall provide a statement of conformity, at a minimum the statement will include

- i) Supplier name and address
- ii) the ordered part number
- iii) issuing date
- iv) the manufacturers batch/lot number
- v) the quantity of each batch/lot numbers
- vi) description of the Products on the Purchase Order
- vii) traceability or other supporting documents (test reports, raw material certificate)
- viii) an affirmation statement that confirms the requirements specified on the purchase order are fulfilled or references to any authorized concession/waiver to the stated requirements on the Purchase order.
- ix) a stamp or signature of an authorized company representative
- x) any other technical information that are applicable (i.e. cure dates, part revision level)
- xi) any other information requested on the Purchase Order such as customer approval numbers or specific release statements.

### 5. Prices

5.1 Unless otherwise agreed the price shall be as stated in the Purchase Order.

5.2 All prices shall be inclusive of all taxes, fees or other charges and shall include all costs associated with suitable packaging and preparation for shipment.

5.3 No increase in the price may be made without the prior consent of the Buyer in writing.

5.4 Unless otherwise agreed, prices quoted shall be exclusive of VAT but inclusive of all expenses incurred in connection with the fulfilment of the Suppliers obligations. When applicable, VAT shall be stated separately on the invoice.

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### 6. Terms of delivery and packaging

- 6.1 Delivery shall take place on the dates agreed.
- 6.2 The terms of delivery shall be according to purchase order and in accordance with INCOTERMS 2020 specified on the purchase order.
- 6.3 Title and risk to the Products shall pass to the Buyer upon delivery in accordance with INCOTERMS 2020.
- 6.4 Partial deliveries are not accepted unless expressly agreed in writing.
- 6.5 The Supplier shall pack each Product to a standard which shall ensure transportation and delivery to the Buyer without any damage to the Product/Products. The Supplier shall be responsible for all loss or damages arising out of the failure to meet such packaging requirements.
- 6.6 The delivery documentation shall reference the number of the Purchase Order.
- 6.7 Delivered products must have at least 75% left from original shelf life upon arrival at Buyer's site.

### 7. Terms of payment

- 7.1 Undisputed invoices shall be paid according to Purchase Order or agreement
- 7.2 Invoices shall refer to the number of the relevant Purchase Order and item/position/line in the Purchase Order. Invoices not referring to a Purchase Order will not be accepted and consequently not paid.

### 8. Delay in delivery

- 8.1 A delay in delivery has occurred if the date of delivery of the Product is later than the delivery date agreed upon and such delay is not due to the Buyer.
- 8.2 If the Supplier anticipates or has reasonable cause to believe that a delay in delivery may occur, the Supplier shall immediately notify the Buyer in writing stating the cause of the delay and the Supplier's best estimate of when delivery can be made. Such notice shall not limit the Supplier's liability for the delay.
- 8.3 Upon a delay in delivery, the Buyer shall be entitled to liquidated damages to be payable at a daily rate of one percent (1 %) of the price of the delayed Products and the price of the Products that cannot, as a

consequence of the delay, be used as intended by the Buyer. The liquidated damages shall not exceed a total of fifteen per cent (15%) of the price of the aforementioned Products.

8.4 The liquidated damages shall become due at the Buyer's demand in writing. The Supplier's payment of liquidated damages shall not relieve the Supplier from the obligation to deliver the Products.

8.5 When the maximum cap of liquidated damages is reached, the Buyer may in writing demand delivery within a final reasonable period. If the Supplier does not deliver within such final period, the Buyer may by notice in writing to the Supplier terminate the Purchase Order or any part thereof with immediate effect.

8.6 The Buyer shall also be entitled to terminate the Purchase Order or any part thereof with immediate effect by notice in writing to the Supplier, if it is clear from the circumstances that a delay will occur which would entitle the Buyer to maximum liquidated damages. In case of termination in accordance with this clause 8.5, the Buyer shall be entitled to maximum liquidated damages.

### 9. Quality and environmental requirements

9.1 The Products and/or services shall be provided by the supplier in compliance with all applicable laws and regulations, the standard of compliance to be achieved by the Supplier shall be the best practice of the relevant industry. In all cases the costs of compliance shall be borne by the Supplier. The Products shall also meet any other requirements agreed upon in writing, or specified in the purchase order.

9.2 The Supplier shall notify the Buyer in writing in good time if it intends to make changes to products and/or processes, alterations to specifications/analytical methods, site of manufacture or other material changes relating to any of the Buyers Purchase orders, present, future or past.

9.3 The Supplier shall comply with the applicable requirements of the standards ISO 9001 and ISO 14001. If the Purchase Order refers to Products for Aviation and Aerospace the supplier will meet the requirements of 9100/9120. If the Buyers Customer has qualified the supplier or the suppliers Products the

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requirements of the qualification will also apply for the Buyer.

9.5. For chemical products the Supplier shall provide Material Safety Data Sheets (MSDS) in the language of the destination of the Purchase Order.

9.6 The Supplier shall comply with the EU legislation REACH (Registration, Evaluation, Authorization and regulation of Chemicals, EC 1907/2006) and CLP (Classification, Labelling and Packaging of substances and mixtures, EC 1272/2008).

9.7 Supplier shall provide on a timely basis to Buyer all relevant information in order to comply with Buyer's obligations under the EU Regulation on REACH (EC1937/2006) (the "REACH Regulation").

9.8 Where the Supplier is located outside of the European Union and there is a requirement to pre-register and/or register the Goods pursuant to the REACH Regulation, the Buyer and the Supplier shall agree who will be the registrant.

9.9 Where the Supplier is the registrant, it shall pre-register and register the Products at any Purchase Order at its own cost and expense on a timely basis under the REACH Regulation. Failure to do this shall be a material breach and entitle the Buyer to claim the Supplier and terminate the Purchase Order.

9.10 Where the Buyer is the registrant, the Supplier shall supply at the Suppliers cost all relevant information and co-operate fully with the Buyer in order to pre-register and register the Products at any Purchase order on a timely basis under the REACH Regulation. In addition, Supplier agrees to reimburse the Buyer on an indemnity basis for all costs incurred by the Buyer in complying with the obligations imposed by the REACH Regulation. The failure by Supplier to comply with these obligations shall allow the Buyer to claim and terminate the Purchase Order

9.11 The Supplier shall ensure that all safety data sheets relating to the Products on any Purchase Order are kept updated and shall as soon as reasonably practicably inform the Buyer of any information it acquires or becomes aware of concerning any hazardous properties of the Goods or risk management

9.12 The Supplier shall upon the Buyers request furnish a certificate for Services performed stating that the Services adhere to the requirements mentioned.

9.13 The Supplier shall, at the request of the Buyer, be able to show that the environmental requirements, stated in this agreement, are fulfilled. Compliance with the requirements may be checked by the Buyer at audit.

### 10. Warranty

10.1 The Supplier warrants to the Buyer that the Products;

i) will, at the time of delivery and for the entire shelf life of the Product, be of the best available design, quality, material and workmanship and conform to all the requirements and specification defined in the Purchase Order

ii) will be free from defects in design, material and workmanship during the entire shelf life of the Product;

iii) will comply with all statutory requirements and regulations relating to the sale of the Product.

iv) will guarantee to provide the necessary documents during the entire shelf life of the product, for Products for Aviation and Aerospace the supplier will provide the necessary documents according to the requirements of 9100/9120.

### 11. Liability and indemnity

11.1 The Supplier shall ensure that it has adequate insurance cover with an insurer to cover claims under this Agreement or any other claims or demands which may be brought or made against the Supplier by any person suffering any injury, damage or loss in connection with this Agreement including, but not limited to, (a) Product Liability Insurance to the value of 10 000 000 SEK per claim and (b) Employers Liability Insurance to the value of 10 000 000 SEK per claim. The Supplier shall, upon request by the Buyer, produce to the Buyer its policy or policies of insurance, together with the receipt for the last premium in respect of each policy.

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11.2 The Supplier shall indemnify the Buyer against all losses, actions, costs, claims, demands, expenses and liabilities, in relation to:

i) the failure of the Supplier to supply Products which conform with all applicable legislation at the time of supply.

ii) the provision of insufficient and/or inaccurate and/or incomplete information by the Supplier;

iii) the failure of the Supplier to provide adequate written notice of any change in product specification or other requirements stated on the Purchase Order.

### 12. Force Majeure

12.1 Each party is exempted from fulfilling its obligations under the agreement if there is a circumstance of force majeure character. This may include, but is not restricted to, armed conflict or similar conditions, riots, actions by the authorities, new or amended legislation, conflict in the labour market, pandemic, trade or exchange restrictions, blockade, fire, lightning, explosion, flooding and extreme weather conditions.

12.2 A precondition for a Party to be exempted from carrying out its obligations on this basis is the fact that the exemption is outside the control of the Party and that the Party could not reasonably have foreseen or avoided the circumstance.

12.3 A Party intending to invoke the exemption referred to above shall inform the other Party of the existence of the circumstance, as well as its cessation without delay. If a Party fails to do so, the Party is not exempt from performing its obligations under the Agreement.

12.4 Where the obstacle referred to above has ended, the Party shall fulfil its obligations under the Agreement.

### 13. Export and import licenses

13.1 The Supplier is responsible to timely apply for, obtain and secure any Export Control License, in the territory of the Supplier and its sub-contractors, required to enable the timely delivery and discharging

of all its obligations under this Agreement. The Supplier shall also support the Buyer in connection with any future retransfer of the Product or part thereof.

13.2 If any Export Control License requires signed end user certificates the parties agree to assist each other in completing the end user certificates.

13.3 The Supplier shall provide to the Buyer information on the export control classification (civil, military or dual use list) of all Products.

13.4 If any necessary Export Control License are delayed, denied or revoked, the Supplier shall notify the Buyer thereof in writing without delay, and the Supplier shall be entitled to suspend performance of its obligations under the Agreement, except where such delay, denial or revocation is due to circumstances within the control of the Supplier.

### 14. Confidentiality

14.1 This clause shall apply if and to the extent it does not contradict the provisions of any applicable confidentiality agreement or similar agreement.

14.2 Each party shall protect Proprietary Information received from the other party with the same degree of care that it exercises with respect to its own Proprietary Information.

14.3 The receiving party undertakes to keep Proprietary Information confidential and not to disclose such in whole or in part to a third party without written permission from the disclosing party and to restrict access to Proprietary Information to those of its employees who have a need to know the same when executing the Agreement.

14.4 The duty of confidentiality does not apply to Proprietary Information which the receiving Party can prove:

- (i) is generally known to the public at the time of disclosure by the disclosing party or later becomes so generally known without the fault of the receiving party,
- (ii) was already known to the receiving party prior to disclosure by the disclosing party,
- (iii) is disclosed to the receiving party by a third party who did not obtain such information from the

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disclosing party subject to any confidentiality obligation,  
(iv) is independently developed by the receiving party, or  
(v) is approved for release or use by the other party's prior authorization in writing.

### 15. Business ethics

15.1 The Buyer considers ethical behaviour as a key parameter in its business. In furtherance of this, the Buyer has adopted a Code of Conduct for suppliers which sets out the standards and principles, including a policy of zero tolerance of any form of corruption. Any from time-to-time updated versions of the Code of Conduct for suppliers may be downloaded at [Sisource.se](http://Sisource.se).

15.2 The Supplier acknowledges that it is aware of the content of the Supplier Code of Conduct and the Supplier undertakes to comply in all material aspects with the standards and principles laid down in it and to ensure such compliance by all of its directors, employees, agents or sub-contractors who are involved in performing the Supplier's obligations

### 16. Counterfeit Parts

16.1 "Counterfeit Parts" means materiel whose origin, age, composition, configuration, certification status or other characteristics (including whether or not the materiel has been used previously) has been falsely represented by:

- i) misleading marking of the materiel, labelling or packaging;
- ii) misleading documentation; or
- iii) any other means, including failing to disclose information.

16.2 The Supplier shall not deliver counterfeit parts or suspected Counterfeit Parts to the Buyer.

16.3 If the Supplier becomes aware or suspects that it has furnished Counterfeit Parts or suspect Counterfeit Parts or if the Buyer determines, including as a result of alerts from any government, or other relevant authorities, that the Supplier has supplied Counterfeit Parts or suspect Counterfeit Parts to the Buyer and so notifies the Supplier, the Supplier shall immediately replace the Counterfeit Parts or the suspect Counterfeit

Parts with parts acceptable to the Buyer and conforming to the requirements.

16.4 Certificate of compliance must contain batch traceability documentation to the manufacturer including all intermediaries.

16.5 The Supplier shall insert a clause containing all of the terms of this provision in all subcontracts.

### 17. Disputes and applicable law

17.1 Any dispute controversy or claim arising out of, or in connection with, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. All arbitrators shall be appointed by the institute. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitration proceedings shall be English. The parties undertake and agree that all arbitral proceedings will be kept strictly confidential.

17.2 This Agreement including any Contracts and any non-contractual obligations arising out of or in connection with it, will be governed by, interpreted and construed exclusively in accordance with Swedish law (however expressly excluding in full the United Nations' Convention on the International Sales of Goods "CISG").