



TERMS AND CONDITIONS OF PURCHASE BY DELLNER COUPLERS-USA

1. **Contract:** These terms and conditions apply to the supply of any items or services of any kind (**Goods**) to Dellner Couplers AB or any of its subsidiaries (**Dellner**) by a supplier of those Goods (**Supplier**). These terms and conditions are to be read with any order form and / or specific terms and conditions agreed in writing between Dellner and the Supplier (together, the **Contract**.) No terms or conditions delivered with or contained in the Supplier's quotations, acknowledgements, acceptances, specifications or similar documents will form part of the Contract, and the Supplier waives any right which it might have to rely on such terms or conditions.
2. **Order of Priority:** In the event of any inconsistency between the documents comprising the Contract, the following order of priority will prevail: (a) order form agreed in writing between Dellner and the Supplier (to the extent it is consistent with any specific terms and conditions and these terms and conditions of purchase) (b) specific terms and conditions agreed in writing; (c) these terms and conditions of purchase.
3. **Prices:** Prices are as specified in an agreed order and unless stated otherwise, are fixed for orders placed within a period of 12 months. Any taxes, duties, levies, fees, costs and expenses in associated with customs formalities, including licenses and authorizations, which are necessary for export and import, shall be in accordance with the agreed Incoterm and to the account of the party as defined by that Incoterm.
4. **Payment:** Payment shall be made within 60 days after the date of invoice unless specified otherwise. The Supplier shall submit invoices in an auditable form, complying with applicable laws, generally accepted accounting principles and the specific Dellner requirements, containing the following minimum information: The Supplier's name, address and reference person including contact details; invoice date; invoice number; order number; address of Dellner; quantity; specification of Goods; price (total amount invoiced); currency; tax or VAT amount; tax or VAT number. Invoices must be sent to the billing address specified in the Contract. Dellner reserves the right to set off or withhold payment for Goods not provided in accordance with the Contract.
5. **Supplier's obligations:** The Supplier shall deliver the Goods (i) in accordance with applicable laws and regulations, (ii) in accordance with the Contract and all Dellner's instructions, (iii) free from defects and from any rights of third parties, and (iv) fit for any particular purpose specified in the Contract or, in absence thereof, fit for the purposes for which such Goods would ordinarily be used. The Supplier shall ensure that the Goods are packed according to industry standards and in a manner adequate to preserve and protect the Goods.
6. **Conformity:** The Supplier shall provide the Goods in compliance with all relevant laws, regulations, and codes of practice. The Supplier and its subcontractors must comply with all and any of Dellner's code of conduct, lists of prohibited and restricted substances and any other policies applicable from time to time. Both parties warrant that each will not, directly or indirectly, and that each has no knowledge that other persons will, directly or indirectly, make any payment, gift or other commitment to its customers, to government officials or to agents, directors and employees of each party, or any other party in a manner contrary to applicable laws (including but not limited to the U. S. Foreign Corrupt Practices Act, the UK Bribery Act 2010 and, where applicable, legislation enacted by member states and signatories implementing the OECD Convention Combating Bribery of Foreign Officials), and shall comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption.
7. **Examination and acceptance:** Delivery of Goods must not be deemed to be acceptance of such Goods. Dellner shall have reasonable time to inspect or test the Goods and to report any defects to the Supplier. If a defect in the Goods was not reasonably detectable during the inspection, Dellner shall have reasonable time to provide notice of such defect after it has become apparent and/or to reject the Goods. The parties may agree on a certain acceptance procedure, in which case acceptance will be subject to Dellner's written acceptance statement. The Supplier shall inform Dellner in writing within a reasonable time period in advance when the Goods are ready for acceptance. Dellner may enforce any remedy defined in the Contract or available under law for any rejected Goods
8. **Late payment:** If Dellner fails to pay by the stipulated date for payment, the Supplier shall be entitled to interest on the sum overdue until payment is made under applicable local laws, which will be the Swedish Interest Act for the purposes of contracts with Dellner Couplers AB.
9. **Delivery and Risk:** If not specified in the Contract, the Goods shall be delivered FOB, Dellner, Freight Prepaid. For Non US Supply the delivery Terms shall be FCA to the latest version of Incoterms at the place notified to the Supplier by Dellner.
10. **Time for Delivery:** The Supplier must deliver the Goods strictly in accordance with the agreed dates for delivery. If no dates have been agreed, the Supplier must deliver the Goods when the Dellner requests. If the Supplier anticipates that it will not be able to deliver the Goods on the agreed dates for delivery, the Supplier must promptly give notice to Dellner stating the reason for delay and specifying when delivery can be expected. However, such notice does not release the Supplier from its liability for the delay.
11. **Delay and Liquidated damages for late delivery:** If the delivery of Goods does not comply with the agreed date(s), Dellner may: (i) terminate the Contract in whole or in part; (ii) refuse any subsequent delivery of the Goods; (iii) recover from the Supplier any expenses reasonably incurred by Dellner in obtaining the Goods in substitution from another supplier; (iv) claim damages for any cost, loss, expenses and liquidated damages incurred by Dellner which are attributable to the Supplier's delay; and/or (v) claim liquidated damages at a rate of 1% of the total contract price per week, for each commenced week, of delay. Liquidated damages under this clause become due at the time of Dellner's demand in writing, and shall be deducted immediately from any amount owed to the Supplier. The Supplier's payment of liquidated damages under this clause does not prejudice Dellner's right to make any other claim against the Supplier in connection with the late delivery.
12. **Title:** Title to the Goods passes to Dellner upon delivery.
13. **Intellectual Property:** The Supplier grants Dellner a worldwide, irrevocable, transferable, non-exclusive, royalty-free, perpetual license to use any intellectual property rights in the Goods, including drawings and documents that relate to the Goods. Dellner shall have the right to, without limitation, use, copy, maintain, modify, sell, transfer and exploit the Goods, including drawings and documents that relate to the Goods. Any intellectual property rights created by the Supplier specifically for Dellner are assigned and transferred to Dellner with full ownership rights to such intellectual property rights. The Supplier must specify in writing and prior to delivery all open source software contained in or used by the Goods, if any, and request Dellner's written approval. The Supplier agrees to replace at its own cost any open source software components rejected by Dellner with software of at least the same quality and functionality. If any claim is made against Dellner that the Goods infringe a third party's rights, the Supplier shall at its own cost, but at Dellner's discretion (i) procure for Dellner and its customers, as the case may be, the right to continue using the Goods; (ii) modify the Goods so they cease to be infringing; or (iii) replace the Goods by non-infringing equivalents. Otherwise, Dellner is entitled to terminate the Contract and to reclaim all sums that it has paid to the Supplier under the Contract.
14. **Documents:** The Supplier shall provide Dellner with documents, certificates and statements as requested.
15. **Warranty:** The Supplier warrants for a period of 36 months from delivery of the Goods that the Goods will be (i) in accordance with applicable laws and regulations, (ii) in accordance with the Contract and all Dellner's instructions, (iii) free from defects in design, workmanship or materials and from any rights of third parties, and (iv) fit for any particular purpose specified in the Contract or, in absence thereof, fit for the purposes for which such Goods would ordinarily be used. Ordinary wear and tear is not a defect under this clause. Dellner must, without undue delay, give written notice of any defect to the Supplier, including a description of the defect. In case of breach of any warranty, Dellner is entitled to enforce any or more of the following remedies at its discretion and at the Supplier's expense: (i) to give the Supplier another opportunity to carry out any additional work necessary to ensure that the Contract is fulfilled, and/or to obtain prompt repair or replacement of the defective Goods; (ii) to carry out (or to instruct a third party to carry out) any additional work necessary to make the Goods comply with the Contract; (iii) to refuse any further Goods; (iv) to claim such damages as may have been sustained by Dellner as a result of the Supplier's breach of the Contract; (v) to terminate the Contract; in such event Dellner has no obligation to compensate the Supplier, and, at Dellner's option, the Supplier shall pay back to Dellner any remuneration received from Dellner for the Goods and take back the Goods at the Supplier's own cost and risk. The rights and remedies available to Dellner under the Contract are cumulative and are not exclusive of any rights or remedies available at law or in equity.
16. **Termination:** In the event of the Supplier's breach of the Contract, Dellner is entitled to terminate the Contract and in such event Dellner has no obligation to compensate the Supplier, and, at Dellner's option, the Supplier shall pay back to Dellner any remuneration received from Dellner for the Goods and take back the Goods at the Supplier's own cost and risk. Dellner may terminate the Contract for convenience in whole or in part by giving the Supplier thirty (30) days written notice. In such event, Dellner shall pay to the Supplier the value of the delivered but unpaid Goods and proven direct cost reasonably incurred by the Supplier for the undelivered Goods, however in no event more than the price for the Goods agreed under the Contract. No further compensation will be due to the Supplier.
17. **Liability and indemnity:** The Supplier shall, without any limitations, indemnify and hold harmless Dellner for all liabilities, damages, cost, losses or expenses incurred by Dellner as a result of the Supplier's breach of the Contract. The Supplier shall, without any limitations, indemnify and hold harmless Dellner for any claim made by a third party against Dellner in connection with the Goods, including but without limitation to claims that such Goods infringe a third party's intellectual property rights. Upon Dellner's request the Supplier shall defend Dellner against any third party claims. The Supplier shall be liable for all personal injury or property damage caused by the Goods regardless of whether or not the Supplier has acted with negligence.
18. **Dispute Resolution and Laws:** If there is any dispute in connection with this Contract, Dellner and the Supplier will first try to resolve the dispute amicably between them. Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach, termination or invalidity thereof, which cannot be settled amicably, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the State of North Carolina Chamber of Commerce. The seat of arbitration shall be State of North Carolina USA. The language to be used in the arbitral proceedings shall be English. This Contract shall be governed by the substantive law of USA, however under exclusion of its conflict of law rules and the United Nations Convention on International Sale of Goods. Both parties must continue to comply with their obligations under this Contract while any dispute resolution process under this clause is ongoing.
19. **Confidentiality:** The parties must treat all information exchanged under or in relation to this Contract, irrespective of the nature of the information or the medium under which it is transmitted, and including the existence and detail of this Contract, with strict confidentiality.
20. **Force Majeure:** Either party is entitled to suspend performance of its obligations under this Contract to the extent that such performance is impeded by any event of force majeure. A force majeure event is an event arising after the date of this Contract which is beyond the control, and without the fault or negligence of either party, and includes war, riots, fire, flood, typhoons, hurricanes, etc. which were not reasonably avoidable by the party claiming the benefit of this clause. The party wishing to claim the benefit of this clause must notify the other party in writing within 7 days of the force majeure event, and the suspension of obligations lasts only to the extent the force majeure event lasts. Failure to give notice under this clause will disentitle the party the benefit of the clause. No party is entitled to claim any costs from the other party arising out of a force majeure event.
21. **Insurance:** The Supplier shall maintain in force, and upon request provide evidence of, adequate liability insurance (including product liability insurance) with reputable and financially sound insurer, which however will not relieve the Supplier from any liability towards Dellner. The insured amount cannot be considered as limitation of liability. Dellner reserves the right to set off any claims under a Contract against any amounts owed to the Supplier.
22. **General:** No failure by either party to exercise a right shall constitute a waiver of that right or acceptance of a breach. If any term in this Contract is illegal, invalid or unenforceable, it shall, to that extent, be deemed not to be a part of this Contract, but the remainder of this Contract shall be valid and in force. Any amendment to this Contract is only valid if agreed in writing by both parties. Neither party may assign its rights or obligations under this Contract without the other party's prior written consent, which will not be unreasonably withheld. No terms and conditions of any kind provided or referred to by the Supplier, including general terms and conditions attached to any delivery note, invoice etc., apply to this Contract in any way.