



NILAR General Terms and Conditions

1. Applicability and Definitions

1.1. These NILAR General Terms and Conditions ("**General Terms**") are applicable in addition to the terms and conditions contained in any order confirmation, written quotation or agreement from or with NILAR, hereinafter referred to as the "**Supplier**" and form an integral part thereto. The term "**Customer**" shall refer to the company purchasing products from the Supplier under any agreement with the Supplier. The Supplier and the Customer shall each be referred to as a "**Party**" and jointly the "**Parties**". Deviations from these conditions shall not apply unless agreed in writing. In the event that the provisions in a written agreement between the Supplier and the Customer should be in conflict with these conditions the provisions in the written agreement shall prevail.

1.2. The product or products which NILAR shall deliver according to the agreement of the parties shall in these conditions be referred to as the "**Product**".

1.3. When used in these conditions the term "**written**" or "**in writing**" refers to a document signed by both Parties or a letter, fax, electronic mail or other means of communication agreed by the Parties.

1.4. In General Terms, the "**Agreement**" means every individual agreement between the Supplier and the Customer to which these General Terms form an integral part.

2. Orders

2.1. The Customer's orders for the Product shall be made in writing and specify the Product and quantities that are included in the order. The Customer shall, in respect of each order be responsible for ensuring the accuracy of the order, providing the Supplier with any information necessary to enable the Supplier to process the order and for complying with all labelling, marketing and other applicable legal requirements in the country of export and the country of import.

2.2. All orders for the Product shall be subject to the provisions of the Agreement, which shall prevail over any conflicting term that may be contained in the Customer's order.

2.3. No order for the Products shall be binding on the Supplier unless, and until, accepted in writing by the Supplier.

3. Product Information, Documents etc.

3.1. Information regarding the Product in marketing material, price lists and other product information are binding only to the extent that they are expressly referred to in the Agreement. The information provided in catalogues, prospectuses, etc. is approximate. Technical data is provided subject to a proviso with respect to design modifications.

3.2. All technical documentation regarding the Product or its manufacture submitted by one Party to the other, prior or subsequent to the formation of the Agreement, shall remain the property of NILAR. Sole title to all Intellectual Property Rights related to the Product shall remain vested in the Supplier.

3.3. Drawings, descriptions, software, and other technical data provided by one Party to the other may not be used for purposes other than those for which the information was

provided. Nor may the material be copied, communicated to a third party or in any other manner reproduced without the consent of the Party that provided the material.

4. Delivery Test

4.1. Where a delivery test has been agreed, it shall, unless otherwise agreed, be carried out where the Product is being manufactured. If technical requirements for the test have not been agreed, the test shall be carried out in accordance with general practice in the industry concerned in the country where the Product is being manufactured.

4.2. The Supplier shall make a report of the test. The test report shall be sent to the Customer. The report shall, unless otherwise shown by the Customer, be considered to correctly describe the execution of the test and its results.

4.3. In the event the Product at the delivery test does not comply with the Agreement the Supplier shall, as soon as possible, ensure that necessary corrections are carried out insofar as the deviation is not immaterial for use of the Product. If so required by the Customer a new test shall thereafter be carried out, unless the defect was insignificant.

4.4. If no other division of the costs has been agreed, the Supplier shall bear all costs for delivery tests carried out where the Product is manufactured. The Customer shall, however, at such delivery tests bear all costs for his representatives, including costs for travel, board and lodging. Any agreed delivery tests carried out of the Customer shall be at the Customer's cost.

5. Trade Term

If no trade term has been agreed, the delivery shall be "Ex Works" according to the INCOTERMS in force at the formation of the Agreement. Where a trade term has been agreed, it shall be interpreted in accordance with the INCOTERMS in force at the formation of the Agreement.

6. Time for Delivery and Delay

6.1. Where delivery is to take place within a specific period of time, such time shall be calculated commencing on the date of execution of the Agreement. However, calculation of the period shall not commence before the Supplier has received either payment, where such is to be paid prior to the commencement of manufacture, necessary notices regarding licences and permits, or necessary technical data and instructions.

6.2. Where delivery is delayed due to any of the circumstances constituting force majeure in accordance with 12 or due to any act or omission by the Customer, the delivery period shall be extended by such a period as is reasonable in light of the circumstances. The delivery period shall also be extended where the cause of the delay arises after the expiry of the originally agreed delivery period.

6.3. Where the Supplier fails to deliver the Product in due time, the Customer shall be entitled, through written notice to the Supplier, to demand delivery by a final reasonable deadline. Where the Supplier fails to deliver by the deadline, the Customers shall be entitled to terminate the Agreement through written notice to the Supplier.

6.4. Where the Customer terminates the Agreement in accordance with 6.3, the Customer shall be entitled to compensation from the Supplier for direct additional costs incurred in acquiring an equivalent product from another source, however limited to 7.5% of the price of the Product. In the event the Customer does not terminate the Agreement, the Customer shall not be entitled to any compensation as a consequence of the Supplier's delay. The Customer loses his right to compensation if it has not lodged a written claim for such compensation within two months after the time when delivery should have taken place.

6.5. Where the Customer fails to accept the Product on an agreed day, payment shall nevertheless be made as if delivery had taken place in accordance with the Agreement and the Customer shall compensate the Supplier for the latter's direct additional costs occasioned by the Customer's failure. The Supplier also has the right to terminate the Agreement if the Customer fails to accept the Product on an agreed day and the Customer shall compensate the Supplier for the latter's direct additional costs occasioned by the Customer's failure.

6.6. If, for any reason for which the Supplier is not responsible, the Customer fails to accept delivery within such period, the Supplier may, by written notice to the Customer, terminate the contract in respect of that part of the Product which is ready for delivery but has not been delivered due to the Customer's default. The Supplier shall then be entitled to compensation for the loss he has suffered due to the Customer's default.

7. Price and Payment

7.1. Sales shall take place at the prices applied by the Supplier at the time of the order. All prices are exclusive of value added tax and other public charges. Where an exchange rate, between SEK and the currency set out in the bid or equivalent, changes by more than 2% after the Customer has received the Supplier's bid or equivalent, the Supplier shall be entitled to adjust the price. The Supplier also has the right to adjust the agreed price if there has been changes in the costs for raw material or other unforeseen costs (including labor costs) after the Customer has received the Supplier's bid or equivalent. The aforesaid shall apply irrespective of whether a particular price has been specifically agreed upon between the Parties.

7.2. Payment shall be made against invoice. Under no circumstances, such as in the event of delay or defect, shall the Customer be entitled to withhold payment. In the event that the Customer at any time should fail to make payment in full on the due date the Supplier shall be entitled to claim interest on the sum overdue until payment is made at the rate of 8 per cent per annum plus the reference rate under the Swedish Interest Act.

7.3. Where, after the purchase, the Customer's actions or economic circumstances are such that it may reasonably be assumed that he will fail to make payment in full, the Supplier shall be entitled to suspend performance and withhold delivery. Where the Supplier has already shipped the Product and circumstances as referred to in the preceding sentence exist with respect to the Customer, the Supplier shall be entitled to prevent the Product from being delivered to the Customer. The Supplier shall immediately notify the Customer in writing regarding a decision to suspend performance.

7.4. If the Customer has failed to pay the amount due within three months after the due date, the Supplier may terminate the Agreement by written notice to the Customer and, in addition to interest on late payment, claim compensation for the loss he has suffered. The compensation shall not exceed the agreed purchase price.

8. Retention of Title

The Product shall remain the property of the Supplier until paid for in full.

9. Liability for Defects

9.1. Where the Product deviates from the specification agreed upon between the Parties, it shall be deemed defective unless the deviation is immaterial to the intended use. The Supplier shall be liable for defects due to deficiencies in design, materials or manufacture.

9.2. Information regarding the area of use or application of the Product which does not constitute part of the specification and which is provided by the Supplier in any form whatsoever shall

solely constitute a recommendation. The Supplier shall not be liable for such information or for the application of the Product.

9.3. The Supplier shall not be liable for defects resulting from erroneous, ambiguous, or incomplete information provided by the Customer. Liability shall not cover defects due to circumstances arising after the risk for the Product has passed to the Customer such as, however not limited to, defects due to normal wear and tear or deterioration. The Supplier is not liable for defects arising out of material provided by the Customer or a design stipulated or specified by him. The Supplier's liability shall relate solely to defects which become apparent during a period of 2 years calculated from the day on which the risk for the Product passed to the Customer.

9.4. The Supplier may offer limited warranty conditions for new Products in accordance with the Nilar Limited Five (5) Year Product Warranty conditions. Subject to these warranty conditions, the Supplier undertakes, during the warranty period, either to deliver new Products free of charge as a replacement for defective Products, or to rectify defects, depending on which is deemed most appropriate by the Supplier. The Supplier's obligations do not include an obligation to bear the cost of replacement agents or replacement liquids e.g. cooling agents. Rectification may take place either at the Supplier or at the Customer, depending on which is deemed most appropriate by the Supplier. Replacement Products or replacement parts provided by the Supplier to the Customer shall be subject to the warranty period set forth in 9.3. Where the Supplier demands title to replace parts or replace Products, title thereto shall vest in the Supplier. Any destruction costs shall be borne by the Customer.

9.5. The Customer shall bear the cost and the risk of shipment of defective parts or Products to the Supplier, and the Supplier shall bear the cost and the risk of shipment of replacement or repaired parts of Products to the place of delivery. Where the Supplier carries out rectification at the Customer, the latter shall pay travel costs and per diem expenses with respect to travel and work times for the Supplier's personnel. The Customer shall bear the additional costs incurred as a consequence of the Product being located other than at the place of delivery.

9.6. Where the Supplier fails to deliver replacement Products or to rectify the defect within a reasonable time following written notice of complaint by the Customer regarding the defect, the Customer shall be entitled, through written notice to the Supplier, to terminate the Agreement insofar as it relates to the defective Product. Where the Customer terminates the Agreement, he shall be entitled to compensation from the Supplier for the direct additional costs incurred in acquiring an equivalent product from a different source, however limited to 7.5% of the price of the Product.

9.7. Through delivery to the Customer of the repaired or replaced part or Product in question, the Supplier shall be deemed to have performed its obligations in accordance with this section. Where any installation or dismantling results in interference other than with the Product, the Customer shall be liable for the work and costs occasioned thereby.

9.8. The Customer shall investigate the Product immediately upon delivery in accordance with generally accepted business practice.

9.9. The Customer shall not be entitled to invoke defects where the Customer fails to provide the Supplier with written notice of a defect within 15 days of the date on which the defect was or should have been discovered, however not later than one year from the agreed delivery date or such later date on which the Supplier performed his obligations in accordance with the agreed delivery terms. If there is reason to believe that the defect may cause damage, notice shall be given forthwith. If notice is not given forthwith, the Customer loses the right to make any claim

based on damage which occurs to the Product and which would have been avoided if such notice had been given. Where the Customer submits a notice of complaint in respect of a defect and it transpires that the Supplier is not liable for the defect, the Supplier shall be entitled to compensation for costs incurred as a consequence of the complaint.

9.10. The Supplier shall be entitled to refund the purchase price in lieu of rectification or redelivery. The Customer shall thereupon return the Product in an essentially unchanged condition. Where such is not possible, when calculating the purchase price the Supplier shall be credited with an amount equal to the value of that which is retained.

10. Liability for Personal Injury and Liability for Property Damage

10.1. The Customer shall indemnify the Supplier to the extent the Supplier is held liable to any third party for such damage or losses in respect of which the Supplier is not liable to the Customer in accordance with 10.2, 10.3, and 11.2.

10.2. The Supplier shall not be liable for damage to goods manufactured by the Customer or goods in which the Customer's goods are incorporated, or for damage to real or personal property caused by such goods as a consequence of the Product.

10.3. The Supplier's liability for injury or damage caused by the Product to persons or real or personal property belonging to the Customer or any third party shall under no circumstances exceed SEK 5,000,000 per occasion of loss. The Customer shall indemnify the Supplier for all liability exceeding the aforementioned amount.

10.4. Where a third party brings a claim against the Supplier or the Customer for compensation for damage or loss as referred to in 10.2 or 10.3, the other Party shall be immediately notified thereof.

10.5. The Supplier and the Customer shall be obligated to submit to the jurisdiction of the court or arbitration tribunal adjudicating a claim for damages against any of them where the claim is based on damage or loss allegedly caused by the delivered Product. The relationship between the Customer and the Supplier shall, however, at all times be determined in accordance with the provisions of this Agreement. In the event that the provisions in a written Agreement between the Supplier and the Customer should be in conflict with these conditions the provisions in the written Agreement shall prevail.

11. Liability in Damages and Limitation of Liability

11.1. In the event of delay or defect, the Customer shall be entitled to damages in accordance with the provisions of 6.4 and 9.6. In addition thereto, the Customer shall be entitled to damages subject to the limitations set forth in 11.2 and 11.3 below where, in lieu of rectification of the defect, the Supplier elects to refund the purchase price in accordance with 9.10. Where the Supplier has developed the Product at its own cost in collaboration with the Customer pursuant to an Agreement between the Parties, under no circumstances shall the Supplier be liable for delays in delivery or defects in the Product. The aforesaid shall apply to Products that the Supplier has transferred or lent to the Customer free of charge.

11.2. Under no circumstances shall the Supplier or the Customer be liable for indirect damage, loss of production, loss of profits, or other economic consequential loss.

11.3. Unless otherwise prescribed in the Agreement, the Customer's entitlement to damages shall at all times be limited to an amount equal to 7.5% of the purchase price for the Product. Irrespective of whether or not the Agreement is

terminated, the Supplier's liability shall be limited in accordance with this Agreement.

11.4. Other than the sanctions provided for in this Agreement, each and every claim by the Customer as a consequence of defect or delay is excluded. However, this limitation on the Supplier's liability shall not apply in the event of gross negligence by the Supplier.

12. Grounds for Relief (Force Majeure)

12.1. Circumstances that prevent or render significantly more onerous the performance of the Supplier's undertakings pursuant to this Agreement and which are beyond the immediate control of the Supplier including, however not limited to, lightning, fire, earthquakes, flooding, fire, natural disasters and extreme natural events, epidemics or pandemics, war or mobilisation or large-scale military conscription, riot or revolt, requisition, seizure, currency restrictions, trade and currency restrictions, decisions of governmental authorities, restrictions on fuel, general shortages of transport, materials, goods, or power or strikes, blockades, lockouts or other labour conflicts, irrespective of whether the Supplier is party to the conflict, as well as defects or delays in delivery by any party assisting the Supplier due to the aforementioned circumstances, shall constitute force majeure and entitle the Supplier to an extension of time and release from any damages and other sanctions. The Customer must be given written notice of such force majeure upon the Supplier becoming aware, or where it should have been aware, of the existence of the force majeure. Supplier shall be entitled to extend the delivery time notwithstanding that the reason for the delay arose after the end of the originally estimated date of delivery.

12.2. Where the performance of the Agreement is prevented for a period in excess of six months due to circumstances as referred to in 12.1, either Party shall be entitled to terminate this Agreement without incurring liability to compensate for damage or otherwise.

13. Intellectual Property Rights

13.1. All Intellectual Property Rights relating to the Products are the sole and exclusive property of the Supplier. The Customer shall not acquire any property rights whatsoever to the Intellectual Property Rights. In particular, no licenses or rights to manufacture or copy are granted or implied by the Agreement. "Intellectual Property Rights" shall mean all intellectual and industrial property rights, including (but not limited to): (i) patents and registered designs; (ii) registered and unregistered rights in designs (including industrial designs), copyright (including, without limitation, copyright in source code, object code and other computer software and databases) and neighbouring rights, database rights, semiconductor topography rights and rights subsisting in or in relation to confidential information or inventions; (iii) registered and unregistered trademarks and service marks, and all other rights in, or goodwill attached to, trade, business or corporate names, logos, get-up or other trading insignia or similar; (iv) domain names; (v) trade secrets and know-how; and including (insofar as any of the foregoing rights are obtained by registration), applications for registration and the right to apply for registration; all rights and forms or protection of a similar nature to any of the foregoing recognized in any country of the world.

14. Export and Import Licences, Certification, etc.

14.1. The Supplier's obligation to deliver the Product is conditional on the latter receiving and maintaining necessary export, import and re-export licences. Where such licences are not held, or where granted licences are revoked other than as a consequence of the Supplier's negligence, the Supplier shall be discharged from the obligation to deliver the Product and, in such case, the Customer shall not be entitled to raise any claims for liability against the Supplier.

14.2. The Customer undertakes, to the extent necessary, to assist in the acquisition of export or import licences for the purchased Product and, in the event of any re-export of the Product or other products in which the purchased Product is included, in whole or in part, to obtain the necessary licences and comply with applicable provisions.

14.3. The costs for any certification of the Products shall be borne by the Customer.

15. Compliance

15.1. The Customer shall at its own expense comply with all laws and regulations relating to its activities under this Agreement, as they may change from time to time, and with any conditions binding on it in any applicable licenses, registrations, permits and approvals.

Import Licenses and Permits

15.2. The Customer shall be responsible for obtaining any import licenses or permits necessary for the entry of the Products into the relevant country or countries (the "**Territory**"), or their delivery to the Customer and for any amounts payable in connection with the entry of the Products into the Territory, or their delivery to the Customer, including any customs duties, clearance charges, taxes and/or brokers' fees. However, to the extent the delivery term agreed between the Parties in this Agreement provides for a different allocation of responsibility and/or costs between the Parties, the delivery term shall prevail.

15.3. The Customer shall provide the Supplier with a signed blank declaration notifying the licensing authority in the Territory that the distribution license for the Products shall be assigned to the Supplier or a third party appointed by the Supplier. The Customer irrevocably authorizes the Supplier to complete and date this declaration at its own discretion and to send it to the licensing authority in the Territory upon termination of this Agreement.

15.4. Upon termination of this Agreement, the Customer shall if applicable return to the Supplier all documents relating to the distribution license for the Products and shall assign the distribution license for the Products either to the Supplier or any third party appointed by the Supplier. The Customer herewith waives any retention rights regarding the documentation and, if applicable, the distribution license for the Products.

15.5. The Customer shall give the Supplier as much advance notice as possible of any prospective or actual changes in laws and regulations applicable to the importing, supplying and marketing of the Products in the Territory, as well as any laws and regulations applicable in the Territory in relation to the necessary design, packaging, product description, directions for use and warnings for the Products ("**Product Design Elements**"). The Customer shall furthermore arrange without undue delay for any necessary translation into the national language of the product description, directions for use, and warnings. The costs for such translations shall be borne by the Customer.

15.6. After having received the aforementioned information regarding laws governing Product Design Elements, the Supplier shall prepare the Product Design Elements. Prior to their production, the Supplier shall make the Product Design Elements available to the Customer, so that the Customer can check whether they comply with the laws and regulations applicable in the Territory. The Supplier shall produce the Product Design Elements only after having received Customer's written consent. If, due to the Customer's negligence or intent, the Supplier incurs any damages or costs due to non-compliance of a design, packaging, product description, directions for use or warnings with the laws and regulations applicable in the Territory, the Customer shall compensate the Supplier for or

indemnify the Supplier against any such damages and costs.

15.7. If there are no such special requirements applicable to Product Design Elements in the Territory and the Customer has confirmed so in writing, the Supplier shall use the Products with the same design, packaging, product description, directions for use and warnings as in the European Union. In case of deviations between European Union jurisdictions, the Supplier may freely choose to use any design, packaging, product description, directions for use and/or warnings that is used in a European Union member state.

15.8. The Customer warrants to the Supplier that it has informed the Supplier of all laws and regulations affecting the manufacture, import, sale, Product Design Elements of Products which are in force within the Territory or any part of it ("**Local Regulations**") at the date of this Agreement. The Customer shall give the Supplier as much advance notice as reasonably possible of any prospective changes in the Local Regulations.

Trade Sanctions

15.9. With respect to the fulfilment of each purchase order and the Agreement, the Customer undertake as follows:

- a) To comply with any and all laws and regulations applicable to the Customer or the Supplier with respect to an order, the Agreement and any action taken pursuant to either prohibiting or otherwise restricting trade with any individual, entity or jurisdiction, or imposing licensing requirements on the same, including without limitation financial sanctions, trade embargoes and export controls such as those imposed by the US Treasury Department Office of Foreign Assets Control (OFAC), the US Department of State, the US Commerce Department, the UK Office of Financial Sanctions Implementation (OFSI), the European Commission or any member state of the European Union or a state in which the Supplier is established or from which Products, services or other items may be supplied (together "**Trade Sanctions Laws**");
- b) To not take any action, or make any omission, that could cause any party to be in breach of, or otherwise be exposed to any restriction or penalty pursuant to, or suffer any adverse consequences of any kind arising directly or indirectly from, any Trade Sanctions Laws, including without limitation making any Product or any item incorporating the Product available for the direct or indirect benefit of a person subject to financial sanctions, such as those named on the OFAC list of Specially Designated Nationals and Blocked Persons, the EU Consolidated List of Financial Sanctions Targets or any similar list maintained by any EU member state, or any party owned or controlled by such a person (together "**Sanctions Targets**").

15.10. The Supplier shall have the right to suspend performance of its obligations under this Agreement and each order pursuant thereto, and the right to terminate this Agreement, with immediate effect and without liability, if:

- a) in its sole discretion, circumstances exist that could result in the non-fulfilment of the undertaking in 15.9 (a) and (b);
- b) The Customer, or its customer to whom a Product is being sold, becomes a Sanctions Target;
- c) any bank refuses to receive or otherwise process any payment under the Agreement or an order.
- d) in its sole discretion, performance of its obligations becomes commercially non-viable because of the Trade Sanctions Laws.

15.11. The Customer shall reimburse the Supplier for any claims, damages, losses, costs and expenses (including attorney's

fees) suffered or incurred by the Supplier resulting from (1) the Customer's breach of either of the undertakings in 15.9 (a) or 15.9 (b); or (2) the Supplier's suspension of its obligations under, or termination of, this Agreement pursuant to this Section.

15.12. In the event that the Supplier terminates this Agreement, and any order, pursuant to this Section 15, and without prejudice to the Supplier's other rights and obligations under this Agreement, the Supplier shall be entitled to use the money as a set-off against claims under the paragraph immediately above. Customer also undertakes to assist the Supplier as per the Supplier's reasonable requests in the event of an investigation or inquiry from any competent authority with regard to the compliance with the Trade Sanctions Laws.

Anti-bribery and Corruption

15.13. Consistent with its general compliance obligations under this Section, the Customer shall:

- a) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including, but not limited to the Bribery Act 2010 of the United Kingdom, Foreign Corrupt Practices Act 1977 of the United States of America, the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions of 1997 of the Organization for Economic Cooperation and Development, the Criminal Law Convention on Corruption of 1999 of the Council of Europe, and the Civil Law Convention on Corruption of 1999 of the Council of Europe (as well as any implementing legislation of these regimes) ("**Applicable Anti-Bribery and Anti-Corruption Laws**") as well as the Supplier's Code of Conduct and Global Anti-Corruption Policy (as amended from time to time and which is available on Supplier's website), including without limitation the provisions of such Code of Conduct prohibiting bribery in the public and private sectors, money laundering, and other forms of corrupt conduct;

15.14. in carrying out its responsibilities under this Agreement the Customer shall not:

- a) directly or indirectly offer, promise to give, give, or authorize the giving of any financial compensation or other advantages or anything else of value to any public official, candidate for public office, political party, or any other public person or entity for the purpose of influencing or rewarding any act or decision of such person or entity to perform or omit to perform any act to obtain or retain business or some other business related advantage for the Supplier;
- b) directly or indirectly offer, promise to give, give, or authorize the giving of any financial compensation or other advantage or anything else of value to any director, officer, employee, or intermediary of another company or organization in the private sector with the intent of causing the recipient or some other person to perform an act favorable to the Supplier, or refrain from performing an act unfavorable to the Supplier, or as a reward for having done so; and
- c) directly or indirectly solicit or accept any financial or other advantage or anything else of value in exchange for violating its, his or her duty of loyalty to the Supplier or as a reward for having done so;
- d) have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Applicable Anti-Bribery and Anti-Corruption Laws, to ensure compliance with the Applicable Anti-Bribery and Anti-Corruption Laws and this Agreement, and will enforce them where appropriate;

- e) promptly report to the Supplier any request or demand for any undue financial or other advantage of any kind received by the Customer in connection with the performance of this Agreement;
- f) immediately notify the Supplier if a public official becomes an officer or employee of Customer or acquires a direct or indirect interest in the Customer, and the Customer warrants that it has no public officials as direct or indirect owners, officers or employees at the date of this Agreement.

15.15. For situations where the UK Bribery Act 2010 is applicable, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purpose of this Section 15, a person associated with the Customer includes but is not limited to any agent, delegate or subcontractor of the Customer.

Third Parties and Indemnities

15.16. The Customer shall ensure that any person associated with the Customer who is performing services or providing goods in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Customer in this Section 15 ("**Relevant Terms**"). Customer shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Supplier for any breach by such persons of any of the Relevant Terms.

15.17. The Customer shall defend and indemnify the Supplier, and hold the Supplier harmless, from any claims, damages, losses, costs and expenses (including attorney's fees) resulting from the Customer's violation or breach of this Section 15.

16. Amendments

16.1. These NILAR General Terms and Conditions may be amended from time to time. The amended terms shall apply from the date that they are made available by NILAR, either through publishing on its web page, www.nilar.com, or through direct notice to the Customer.

17. Severability

17.1. If any part of this Agreement is held to be invalid by law, the remaining parts of this Agreement shall remain in force unless the deletion of such invalid part results in a fundamental change to the rights or obligations of a Party.

17.2. The Parties shall endeavour in good-faith negotiations to replace the invalid part with a valid part.

18. Headings

18.1. The headings of this Agreement are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

19. No Waiver

19.1. The failure of any Party to insist upon strict adherence to any provision of this Agreement shall not be considered a waiver of any right under this Agreement. Nor shall it deprive that Party of the right at any later time to insist upon the strict adherence to this Agreement.

20. Costs

20.1. Each Party shall bear any cost it incurs in connection with the negotiation, preparation, execution and performance of this Agreement.

21. Assignment

21.1. A Party may not assign this Agreement or any rights or obligations under it without the prior written consent of the other Party. The Supplier may freely assign this Agreement to a company within its group of companies.

22. Disputes. Applicable Law

22.1. This Agreement shall be construed in accordance with and be governed by the laws of Sweden.

22.2. In the event of default in payment, the Supplier shall be entitled to collect payment through an application for an expedited payment procedure or ordinary court proceedings according to Swedish law. Any other dispute, controversy or claim to an amount of no less than fifteen times the statutory base amount in accordance with the National Insurance Act (1962:381) arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "**SCC**").

22.3. The Rules for Expedited Arbitrations shall apply where the amount in dispute does not exceed SEK 1,000,000. Where the amount in dispute exceeds SEK 1,000,000 the Arbitration Rules shall apply. The Arbitral Tribunal shall be composed of a sole arbitrator where the amount in dispute exceeds SEK 1,000,000 but not SEK 3,000,000. Where the amount in dispute exceeds SEK 3,000,000, the Arbitral Tribunal shall be composed of three arbitrators. The amount in dispute includes the claims made in the Request for Arbitration and any counterclaims made in the Answer to the Request for Arbitration.