



# THERMIA | General Purchasing Conditions

These General Terms and Conditions shall apply to all purchases of products by Thermia unless otherwise expressly agreed.

## 1. DEFINITIONS

1.1 The following definitions shall have the meaning as set out below. Terms defined in these General Purchasing Conditions shall have the same meaning in all documents being part of a Purchase Agreement, unless the context expressly provides otherwise.

1.2 "Thermia" shall mean the Swedish company Thermia AB, organisation no. 556269-6483.

1.3 "Agreement" shall mean the agreement that Thermia has entered into with Supplier for the supply of products including these General Terms and Conditions, and, if applicable, any Framework- or One-time Agreement and/or all other appendices and attachment executed by the Parties.

1.4 "Defective Products" shall mean any Product not meeting the requirements set out in section 8.1 and 8.2.

1.5 "Framework Agreement" shall mean a framework agreement that Thermia and the Supplier may have entered into which main objective is to form the basis for supply to Thermia.

1.6 "Intellectual Property Rights" shall mean all current and, as applicable, future forms of intellectual property rights in any country or region, including but not limited to patents, utility models, designs copyrights, topography rights, photographs, computer software, rights in databases and any other similar property in any country (whether or not registered or registerable and including applications for registration of any such intellectual property rights).

1.7 "One-time Agreement" shall mean a one-time agreement that Thermia may have entered into which main objective is to define the supply for a specific supply to Thermia.

1.8 "Party" shall mean Thermia and Supplier, respectively.

1.9 "Parties" shall mean Thermia and Supplier, collectively.

1.10 "Products" means parts, systems, components or raw material that Thermia orders and the Supplier supplies to Thermia including any and all software, programs, applications, encryption and encryption keys and similar items, including all upgrades and updates thereof, connected with or related to such Products.

1.11 "Purchase Agreement" shall mean an agreement between Thermia and the Supplier for the purchase by Thermia of Products from the Supplier in accordance with section 2 below.

1.12 "Purchase Order" is a document, in paper or electronic form, issued by Thermia to the Supplier for the purchase of Products.

1.13 "Quality Actions" means any activity Thermia initiates on Products in order to address quality or safety issues, compliance with legal requirements or customer concerns. Quality Actions includes but is not limited to product recalls and service campaigns.

1.14 "Requirements" shall mean requirements and policies developed and maintained by Thermia for the purposes of specifying technical and legal requirements which are published in the Supplier Manual.

1.15 "Supplier" shall mean the party to an Agreement that supplies, or is intended to supply, Products to Thermia.

1.16 "Supplier Manual" shall mean Thermias manual, containing Requirements for Suppliers, at any time current version published at the Supplier Portal.

1.17 "Supplier Portal" shall mean the internet home page <https://www.thermia.se/kontakt-support/foretagskontakt/leverantor-to-our-suppliers/> and any subsequent replacement of the same.

1.18 "Technical Specifications" shall mean documentation provided or referred to by Thermia, including any applicable Requirements, which describes the Products or shape, function, material content and/or any other requirement on the Products.

## 2. PURCHASE AGREEMENT

2.1 A Purchase Agreement is concluded between Thermia and the Supplier when Thermia has issued a Purchase Order to the Supplier and the Supplier has accepted such Purchase Order. The Supplier shall be deemed to have accepted the Purchase Order at the earlier of (i) the

Supplier notifying Thermia of its acceptance or (ii) the Supplier beginning performance pursuant to the Purchase Order.

2.2 Thermia accepts no liability for orders for products that have not been placed in accordance with this section 2.

2.3 A Purchase Order incorporates these General Purchasing Conditions.

2.4 A Purchase Agreement includes these General Purchasing Conditions and also, but not limited to, following documents, to the extent that they are issued:

- (i) Framework Agreement (which shall prevail over these General Purchase Conditions);
- (ii) Purchase Order;
- (iii) Technical Specifications;
- (iv) price agreement; and
- (v) Thermia's Supplier Manual containing procedures and any applicable Requirements in conformity with section 15.

2.5 No terms or conditions submitted by the Supplier apply to a Purchase Agreement unless accepted in writing by Thermia.

2.6 Supplier's estimate, order, quotation, proposal, invoice, or other similar submission or response to any request from Thermia shall not be evidence, understood or construed as an offer, but rather as a non-binding document to record such terms, which the Parties may agree on in a Purchase Agreement. The Parties expressly agree that any binding obligations between them for the supply and purchase of Products shall be agreed exclusively through the formation of a Purchase Agreement as stated in section 2.1.

## 3. NON-EXCLUSIVITY

3.1 Thermia shall not be obliged to award any business to Supplier under the Agreement. Consequently, the Agreement is non-exclusive and Thermia reserves the right to purchase the same or equivalent Products from other suppliers. The Parties further agree that any estimated or forecasted quantity, volume or value of purchase of Products, whether contained in the Agreement or in any communication between the Parties, shall be deemed to be only estimates or forecast devised for the convenience of the Parties.

## 4. CONFORMITY WITH PURCHASE ORDER

4.1 The Supplier shall supply Products in accordance with the Technical Specifications and other terms of the Purchase Agreement.

4.2 Thermia reserves the right to modify the Technical Specifications of a Product. Any change in price or other conditions resulting from this shall be agreed upon in writing prior to any change of production equipment and prior to the commencement of delivery by the Supplier of any modified Product.

4.3 The Supplier shall provide Thermia with a complete breakdown of the Products as well as comprehensive spare parts list comprising i.e. part and identification drawings. In addition, the Supplier shall provide service instructions and manuals in form and substance so that it can be used by Thermia's dealers without revision.

## 5. ORDERED QUANTITY AND CAPACITY

5.1 Firm requests for delivery of Products, including the fixing of the exact quantity and delivery time, is made in the Purchase Order. Only what Thermia explicitly has stated, in writing issued to the Supplier prior to the delivery in question, to be a firm request for delivery shall be deemed to be a firm request for delivery.

5.2 Any prior discussions of quantity that exceeds what is a firm request for delivery of Products, or any volume estimates provided elsewhere, shall be considered a forecast only and shall not be binding on Thermia. However, the Supplier is obliged to maintain such production and delivery capacity so that deliveries can be made in accordance with the forecast quantity.

5.3 Supplier acknowledges that the industries in which Thermia operates are characterized by high volatility and Supplier represents and warrants that it has the operational and financial capability to manage such volatility and undertakes to use extraordinary best efforts to make deliveries in accordance with Thermia's firm orders and maintain production and

	delivery capacity in accordance with Thermia's forecasts even where such forecasts and firm orders are modified.	7.3	Unless otherwise set out in the Purchase Order, title in the Products will pass to Thermia at the same time as the risk will pass to Thermia according to section 7.1.
5.4	Supplier further acknowledges that neither the existence of a Purchase Agreement nor any other agreement or document listed in section 2.4 shall obligate Thermia to purchase a particular quantity of Products or any Products at all from the Supplier.	7.4	Upon passing of title in the Products to Thermia, Thermia shall have the right to use or otherwise dispose over such Products in its full and absolute discretion, which shall include, for the avoidance of doubt, the unrestricted right to re-sell such Products to any person or entity.
5.5	The Supplier shall immediately inform Thermia if there is a risk of non-compliance with the Purchase Order issued by Thermia. Recognizing that time is of the essence, the Supplier will take all necessary actions, both ordinary and extraordinary, to ensure timely deliveries.	<b>8.</b>	<b>WARRANTY FOR PRODUCTS</b>
5.6	Should Thermia cancel, wholly or partly, or fail to purchase a quantity of a Product for which Thermia's order is firm in accordance with section 5.1 above, Thermia shall compensate the Supplier for reasonable costs relating to such cancelled quantity. In calculating such costs the Supplier shall not receive compensation to the extent that the Product - or components, semi-manufactured items or raw materials intended for it - can be used for other deliveries to Thermia or another party, or for another purpose. Thermia's obligation to compensate for cancellations is conditional upon the Supplier submitting specified claims for compensation in writing not later than six (6) weeks after the Supplier should have been able to establish the costs relating to the cancelled quantity.	8.1	The Supplier warrants, from the date the Products are delivered to Thermia until the date that is 5 years (unless a longer period is agreed) from the date the Products are delivered to the end-user, that: all Products delivered under the Purchase Agreement (i) shall conform to the Technical Specifications and to any samples approved by Thermia; and (ii) shall be free from defects in title, materials, workmanship, manufacture and design (to the extent the Supplier, its employees, agents, contractors and/or vendors are responsible for the design) and (iii) shall be fit and sufficient for their intended use; provided that the aforementioned warranty period for Products that are intended to be incorporated into an electric heat pump system, shall be from the date the Products are delivered to Thermia until the date that is 7 years from the date that the Products are delivered to the end-user.
5.7	During the term of the Purchase Agreement, the Supplier undertakes to deliver Products according to delivery requests made in Purchase Orders issued by Thermia. The Supplier acknowledges that it shall not be entitled, irrespective of any language to the contrary in the actual Purchase Order to refuse to deliver requests for delivery of Products made in Purchase Orders, as long as the terms of such delivery requests are consistent with the terms of the Purchase Agreement.	8.2	For deliveries of Products to Thermia that are subject to regulatory requirements relating to durability or otherwise (either directly or because the Products is integrated in a Thermias products which is subject to such requirements), the Supplier agrees to extend the warranty periods set out in section 8.1 so that they correspond to the duration of the applicable regulatory requirement.
<b>6.</b>	<b>PRICE AND PAYMENT</b>	8.3	The Supplier shall provide at no additional cost to Thermia for the lifetime of the Products maintenance services and updates and upgrades for any software included in or related to the Products to ensure their functionality in accordance with the Technical Specifications.
6.1	The price for Products is stated in a separate price agreement under a Framework Agreement and in the Purchase Order and shall, subject to section 6.2 below, apply until the Parties agree on a new price in writing. Unless otherwise agreed, in writing, the price stated for any Product shall be a fixed price, inclusive of all duties, tariffs, levies, fees and taxes that may be assessed at any point in the distribution of the Products to Thermia.	8.4	In addition to Thermia's rights as otherwise stipulated, the Supplier's obligations shall apply at any time and without regard to the time periods set forth in sections 8.1 and 8.2, if: (i) any deviation to the requirements set out in section 8.1(i)-(iii) of the same or similar nature exist in a statistically significant portion of the Products; (ii) a Product may cause or has caused (or is alleged by a third party to potentially cause or have caused) damage or poses a significant threat of damage to property or to the health or safety of any person; or (iii) Thermia anywhere in the world is obliged, required or advised by relevant authorities to perform a Quality Action involving a Product. In a situation described in this Section 8.4 (i)-(iii), Thermia may also, at its discretion and without regard to the time periods set forth in sections 8.1 and 8.2, initiate a Quality Action.
6.2	The Supplier shall during the term of the Purchase Agreement provide Thermia with Products that are competitive in terms of price, quality, delivery and technical function. If Thermia considers that the Supplier's delivery of one or more Products is no longer competitive in relation to price, quality, delivery and/or technical function even though the delivered Products are otherwise in accordance with the terms of the Purchase Agreement, Thermia shall supply the Supplier with information supporting its belief. The Supplier and Thermia shall in good faith discuss how to make the Product competitive. If the Parties are unable to arrive at a mutually acceptable solution within thirty (30) days after Thermia's notification, then Thermia shall have the right to terminate the Purchase Agreement insofar as it concerns the non-competitive Product by giving the Supplier thirty (30) days' notice. The above obligations on the part of the Supplier are a material condition to the Purchase Agreement, Thermia would not have entered into the Purchase Agreement but for Supplier having provided this undertaking and the failure by the Supplier to comply with such condition shall constitute a material breach of the Purchase Agreement.	8.5	No delay on the part of Thermia in notifying the Supplier of any claims arising under this section 8 shall preclude Thermia from exercising any and all rights to which it is otherwise entitled in the absence of such delay.
6.3	Unless otherwise agreed between the Parties or prescribed by applicable mandatory legislation, payment shall be made according to the following: free delivery month based on receipt of invoice or goods (whichever is latest) + three (3) calendar months of credit.	8.6	The Supplier shall immediately inform the relevant goods receiver and the responsible purchasing department at Thermia of any Defective Products, discovered or anticipated which have been dispatched to Thermia.
6.4	All invoices shall be correctly addressed and include all other information that is required by Thermia.	8.7	The Supplier shall ensure it has obtained all information on the intended use of, application of and other conditions affecting the Products. Thermia shall upon request from the Supplier provide all information, which Thermia in its sole discretion deems relevant for the design, development and/or manufacturing of the Products.
6.5	Payment shall not imply any acceptance of the delivery or of the invoiced amount.	8.8	Thermia's personnel may from time to time render assistance and/or give suggestions and/or opinions to, or affect an exchange of, information with the Supplier's personnel concerning the Products to be furnished under a Purchase Order ("Assistance"). Thermia is not obliged to provide such Assistance and the provision by Thermia of such Assistance shall not create any liability for Thermia and shall not in any way limit the Supplier's liability to fully perform its obligations under the Purchase Agreement. Moreover, any Assistance provided by Thermia shall neither grant the Supplier authority to change the relevant Products or any provisions of a Purchase Order or the Purchase Agreement, nor shall any Assistance constitute a change binding upon Thermia unless issued as an amendment in accordance with the Purchase Agreement. In all cases, and as acknowledged by the Supplier, Thermia is relying upon the Supplier's knowledge and expertise in performing all work regarding the Products to be furnished under a Purchase Order.
6.6	Without prejudice to Thermia's other rights and remedies, and after prior written notice, Thermia may deduct from any payments due to the Supplier the amount of any good faith contra accounts or other claims which Thermia may have against the Supplier. Thermia's right of set-off shall remain enforceable against any assignee of Supplier's rights or claims against Thermia notwithstanding any factoring, assignment or similar arrangement entered into by the Supplier and any notice of factoring, assignment or similar arrangement that may be provided to Thermia; provided that nothing set forth in this section 6.6 shall operate as a consent by Thermia to such factoring, assignment or other arrangement.	8.9	The warranty charter in its then current form shall form an integral part of any and all Purchase Agreements.
<b>7.</b>	<b>DELIVERY AND PASSING OF TITLE</b>	<b>9.</b>	<b>LIABILITY FOR DEFECTS OR OTHER NON-CONFORMING DELIVERIES</b>
7.1	The agreed delivery term shall be construed in accordance with Incoterms 2020. Unless otherwise agreed, the delivery clause shall be "FCA", the Supplier's factory or named point specified in the Purchase Order.	9.1	In the event a Product does not fulfil the requirements set out in section 8.1 and 8.2 (a Defective Product), then Thermia shall be entitled to (i) demand immediate rectification, or (ii) demand immediate delivery of substitute Product(s).
7.2	The Supplier shall pack the Products in accordance with instructions issued by Thermia.	9.2	If a Defective Product cannot be repaired or replaced without delay or if there is a risk of production disturbances at Thermia or delivery

	disturbances from Thermia, Thermia shall be entitled, without obtaining the Supplier's consent and at the latter's expense, to make the necessary repair work or completely or partly terminate the purchase of the Product and other such Products that Thermia does not consider having any use of due to the defect or shortcoming, and also, to undertake substitute purchases from other supplier(s).	11.4	Thermia's approval of samples shall not affect the Supplier's liability and obligations in accordance with the Purchase Agreement.
9.3	In addition to what is set forth in sections 9.1 and 9.2 above, the Supplier shall compensate Thermia for any loss or damage suffered by Thermia arising out of or relating to the Defective Product including but not limited to costs (including reasonable attorney's and expert's fees) for any Quality Actions, labour, replacement, assembly and disassembly, detection and analyze, scrapping and transportation to Thermia and/or its end-users.	12.	<b>RELOCATION OF PRODUCTION</b>
9.4	If due to a delivery of a Defective Product Thermia considers it necessary to inspect all Products of the same kind delivered by the Supplier, Thermia shall be entitled, after giving the Supplier notice thereof, to make such inspection at the latter's expense and without awaiting the latter's approval. The notice shall describe the nature of the defect as well as the time and place of the inspection. If possible, the Supplier shall be present at the inspection.	12.1	The Supplier has been selected by Thermia based on Thermia's expectations on the Supplier's ability to manufacture and deliver Products with required quality and otherwise in accordance with the Purchase Agreement. Therefore, the Supplier may not relocate the production of a Product, wholly or partly, without Thermia's written consent. Such consent, if given, is without prejudice to Thermia's continued rights to require compliance by the Supplier with the Purchase Agreement. If, as a result of such approved relocation of the production of a Product, the Purchase Agreement will be fulfilled by another company than the Supplier, the Supplier shall ensure that such other company accepts (prior to or simultaneous to said relocation, naming Thermia as a third-party beneficiary in writing) to be bound, against Thermia, by all terms and conditions in the Purchase Agreement; the Supplier shall however also continue to be responsible for the fulfilment of the Purchase Agreement.
9.5	In the event that a delivery does not contain the quantity specified in the request for delivery, Thermia shall be entitled to demand immediate rectification and the Supplier shall compensate Thermia for all costs suffered by Thermia, arising out of or relating to the delay or shortfall in delivery. Delivery of a Defective Product means that a delivery does not contain the quantity specified in the request for delivery. If the Supplier delivers a quantity either in excess of Thermia's ordered quantity or earlier than the delivery date, Thermia shall not be responsible for taking delivery of, storing or maintaining such Products and shall further be entitled to return any excess or prematurely delivered quantity to the Supplier at the latter's expense and/or receive compensation from the Supplier for storage costs.	13.	<b>THERMIA CODE OF CONDUCT FOR SUPPLIERS</b>
9.6	If Thermia accepts Products that do not conform to the terms of the Purchase Agreement this will not relieve the Supplier of its obligations to correct any such non conformance or preclude Thermia from any remedy under the Purchase Agreement.	13.1	The Supplier undertakes to comply with the Thermia Code of Conduct for Suppliers and any successor documents to the Thermia Code of Conduct for Suppliers, as may be updated or replaced from time to time published on the Supplier Portal (the most recent such version, the "Thermia Code of Conduct for Suppliers").
9.7	In the event of a late delivery of a Product, Thermia is entitled to (i) completely or partly terminate the purchase of the Product and of other Products which Thermia does not consider having any use of due to the late delivery, and (ii) make substitute purchases from other suppliers. The Supplier shall indemnify Thermia against, and hold Thermia harmless from, any costs, losses and damages suffered by Thermia incurred or arising out of or relating to the late delivery.	13.2	The Supplier confirms that it has read and is aware of the terms of the Thermia Code of Conduct for Suppliers and undertakes to comply with it in all respects. Supplier confirms that it will at all times conduct its and their own operations and business practices in accordance with these principles and not violate such principles and undertakes to ensure its direct suppliers' awareness and compliance with the same or substantially similar principles.
<b>10. SUPPLIER'S PRODUCTION</b>		13.3	If the Supplier has breached a mandatory requirement of the Thermia Code of Conduct for Suppliers, Thermia may notify the Supplier of same with information supporting its belief. If the Parties are unable to reach a mutually acceptable resolution that resolves the breach of such mandatory requirement within thirty (30) days after Thermia's notification, Thermia shall have the right to terminate any and all Purchase Agreements and/or any other agreements that Thermia has entered into with any of the Supplier.
10.1	The Supplier shall in respect of design, development, production, installation and service comply with the applicable requirements of a quality system approved by Thermia.	13.4	The Supplier shall indemnify Thermia for all losses, costs, damages and expenses incurred by Thermia related directly or indirectly to any failure by Supplier to comply with the Thermia Code of Conduct for Suppliers.
10.2	The Supplier shall always strive to improve the production process. Thermia shall be entitled, after reasonable notification, to inspect the Supplier's production of a Product, perform tests and make other necessary examinations at the Supplier's premises, including evaluating any risks for interruption in the supply of Products as well as safety related issues. The Supplier shall endeavour to obtain the same rights for Thermia at the premises of its suppliers. Thermia shall give the Supplier at least one (1) week's notice about such inspection.	<b>14. ENVIRONMENTAL MATTERS</b>	
10.3	If Thermia has reason to believe or Supplier has notified Thermia that the Supplier's suppliers or sub-suppliers are at risk of causing Supplier to fail to uphold its obligation to either (a) provide Thermia Products during the term of the Purchase Agreement that are competitive in terms of price, quality, delivery and technical function or (b) comply with the supply chain sustainability requirements set forth in the Thermia Supplier Code of Conduct, then Supplier undertakes to take all actions necessary or appropriate to ensure that Thermia has such access to the Supplier's suppliers' or sub-suppliers' premises. Thermia shall give the Supplier at least one (1) week's notice about such inspection.	14.1	The Supplier shall comply with any and all information disclosure obligations, and other reporting obligations regarding prohibited substances, and other material obligations set forth in the Requirements regarding chemical substances which shall be declared and substances that must not be present in Thermia products placed on the market, and the Requirements regarding chemical substances which should not be present in processes or products within Thermia, and any successor documents to these Requirements, as updated or replaced from time to time published in the Supplier Manual on the Supplier Portal (the most recent such version, the "Environmental Requirements") and which, as applicable Requirements, are hereby incorporated into the Purchase Agreement by reference.
<b>11. SAMPLES</b>		14.2	The Supplier warrants and guarantees that none of the Products manufactured or designed by Supplier or its employees, agents or contractors, or any of the packaging of same (excluding packaging provided by Thermia) will contain any substances in excess of the permitted limits set forth in the Environmental Requirements.
11.1	The Supplier shall, prior to commencement of serial production of a new or changed Product, manufacture and perform quality control of samples in accordance with Thermia's applicable requirements relating to testing from time to time.	14.3	The Supplier shall indemnify Thermia for all losses, costs, damages and expenses incurred by Thermia related directly or indirectly to any failure by Supplier to comply with the Environmental Requirements or related to any breach of the warranty set forth above.
11.2	Once a sample has been approved, alteration of the function, appearance, characteristics, material, production method, place of manufacture, or other equipment which may affect the Product, may be done only after written approval on each occasion from the responsible department at Thermia. Delivery may thereafter be made only after renewed approval of a sample.	<b>15. COMPLIANCE WITH THERMIA REQUIREMENTS</b>	
11.3	If Thermia rejects a sample, the Supplier shall make rectification so that the requirements referred to in section 8.1 and 8.2 are fulfilled and reimburse Thermia's costs for verification testing of the Product after such rectification.	15.1	Thermia issue Requirements in the Supplier Manual from time to time and publish it on or under the Supplier Portal. Such Requirements may include, but are not limited to, environmental and other regulatory requirements, operational requirements, warranty handling procedures or instructions, packaging and labelling procedures and instructions, logistical procedures or instructions. The Supplier undertakes to comply with all Requirements issued from time to time that the Supplier has been informed of.
		15.2	The home page of the Supplier Portal will contain information of any new or change in the Supplier Manual. Should the Supplier determine that it will not be possible, despite best efforts, for the Supplier to comply with any Requirements issued or amended after the acceptance of a Purchase Order, the Supplier shall notify Thermia of its objection within two (2) weeks from the publishing or, as applicable, amendment of such new Requirements on the Supplier Portal and shall consult in good faith with

	Thermia to reach a mutually agreeable resolution of the objection, provided that, if no resolution can be reached within sixty (60) days, the Supplier will not be bound by the Requirements in question.		could become involved by reason of such infringement and if required by Thermia take on the conduct of any dispute.
15.3	Should the Supplier notify Thermia of its objection against a Requirement then Thermia has the right to terminate the Purchase Agreement giving thirty (30) days written notice.	17.9	The Supplier shall not use any corporate name or trademarks belonging to or licensed to Thermia other than as instructed by the appropriate company within Thermia in writing.
15.4	In addition to any right or remedy stated herein, if Thermia determines that Supplier is in non-compliance with any Requirement to such an extent that Thermia would be at risk of non-compliance with any legislation, regulation, industry standard or other legal or contractual obligation, Thermia shall have the right, in its discretion, to undertake actions to remedy the Supplier's non-compliance and shall have a claim against the Supplier in the amount of Thermia's documented costs in relation to such remedial action.	18.	<b>DATA PROTECTION</b>
16.	<b>PROVISION OF PRODUCTS</b>	18.1	The Supplier acknowledges that applicable data protection regulations, including but not limited to, the European General Data Protection Regulation and EU Member State implementation laws, and any other similar laws, regulations or rules worldwide now in existence or which may exist after the date hereof (collectively, "Data Protection Regulations"), restrict or prohibit the collection, processing, use and transmission of certain data. The Supplier agrees that it will uphold these regulations, including in connection with any software or devices included in its Products, and indemnify and hold Thermia harmless against any and all claims that may be brought against Thermia or anyone using the Products alleging that the Product, components of the Product, its use, functionality, operation or its assembly violates any Data Protection Regulations, whether as a result of the direct or indirect actions or omissions of the Supplier or persons directed by the Supplier or otherwise.
16.1	The Supplier shall, pursuant to the conditions of the Purchase Agreement and at commercially reasonable prices, supply Products to such an extent that Thermia can offer its customers spare parts for 10 years after Thermia's purchases of the Product for serial production from the Supplier have ceased. Should Thermia require supply of Products longer than the time periods set forth above, the Parties shall agree on an all time buy, at commercially reasonable prices. Price increase from initial price agreement may not exceed the Swedish Producer Price Index (PPI INDEX 2015 = 100).	18.2	In addition, Supplier may not (during the entire lifecycle of the Products, including updates and new versions) directly or indirectly retrieve data from any Products, whether through tracers, loggers, sensors, software or other similar products or devices, without Thermia's consent. The Supplier agrees to indemnify and hold Thermia harmless against any and all claims that may be brought against Thermia or anyone using the Products alleging that the Product, components of the Product, its use, functionality, operation or its assembly violates the foregoing obligation or any legal obligation related thereto, whether as a result of the direct or indirect actions or omissions of the Supplier or persons directed by the Supplier or otherwise.
17.	<b>INTELLECTUAL PROPERTY RIGHTS</b>	19.	<b>PRODUCT LIABILITY AND INSURANCE</b>
17.1	Any drawings, specifications, and other technical documents relating to Products submitted by one Party to the other shall remain the property of the submitting Party, in case such documents were developed prior to the formation of this Agreement or developed entirely independent of this Agreement. Notwithstanding the foregoing, Supplier hereby grants Thermia a free of cost worldwide, perpetual and non-exclusive license to use such drawings and technical documents owned by Supplier, provided that such use is required for Thermias contractual use of Products.	19.1	The Supplier shall defend, indemnify and hold Thermia harmless from and against any and all loss, liability, cost and expense suffered by Thermia (including reasonable attorney's and expert's fees) arising out of a claim that a defect in the design or manufacture of the Products, including defects in material and/or manufacturing processes or techniques, caused personal injury or loss of, destruction or damage to property. This obligation of indemnification includes the Supplier's responsibility for all judgements or settlement amounts which may otherwise be or become the responsibility of Thermia but for the obligation of indemnification set forth in this section 19.1. This obligation of indemnification shall inure to the benefit of Thermia, and its officers, directors, and its respective successors and assigns. The Supplier shall, at Thermia's request, assist Thermia in disputes in which Thermia could become involved by reason of such alleged defects and if required by Thermia take on the conduct of any dispute.
17.2	The Supplier may use the Intellectual Property Rights owned by or licensed to Thermia only for the production and supply of Products to Thermia and may not use such Intellectual Property Rights for the production and/or supply of any goods or services to any third party.	19.2	Neither Thermia nor the Supplier will file cross-claims or third party complaints against the other Party in product liability litigation without notifying the other Party in advance. Where practicable, notice should be given sufficiently in advance to allow thorough discussion of alternatives to such filing.
17.3	If Thermia pays, or otherwise compensates, the Supplier for development or design work, or contributes in other material respect to such development or design work, for Products, any Intellectual Property Rights arising from such work shall accrue to Thermia immediately upon creation. For the avoidance of doubt, Thermia shall have the right to freely use and dispose of such Intellectual Property Rights, including but not limited to the right to modify, alter, adapt, transfer, register and grant sub-licenses to such Intellectual Property Rights in its sole discretion and without restrictions.	19.3	If there is a risk of a Product causing personal injury or property damage due to a Product being a Defective Product, such that Thermia decides to perform a Quality Action, the Supplier shall compensate Thermia for the costs of Thermia in conjunction with such Quality Action, including but not limited to costs (including reasonable attorney's and expert's fees) for labour, replacement, assembly and disassembly, detection and analyse, scrapping and transportation to Thermia and/or its end-users.
17.4	Thermia and the Supplier may in a separate development agreement agree on conditions for Intellectual Property Rights resulting from design and/or development work performed by the Supplier.	19.4	The Supplier shall enter into and maintain an adequate product liability insurance policy during the period of the Purchase Agreement and shall at Thermia's request also supply Thermia with a copy of the insurance certificate.
17.5	Subject to any deviating terms in any development agreement entered into between the Supplier and Thermia, the Supplier hereby grants Thermia and assigns a royalty-free, perpetual, irrevocable, world-wide and non-exclusive (i) license to the Supplier's Intellectual Property Rights not already assigned to Thermia under section 17.3 above and (ii) sublicense of any Intellectual Property Rights that have been licensed or sub-licensed to the Supplier, in each case (i) and (ii), for the manufacturing, remanufacturing, assembly, marketing, sale, service, adaption, further development and modification of the Products.	20.	<b>OTHER SANCTIONS</b>
17.6	Thermia is entitled to grant sub-licenses of such Intellectual Property Rights to any third party to the extent such third party reasonably requires such license in order to manufacture, remanufacture, repair, reconstruct, rebuild, relocate, use, modify, further develop, sell, offer to sell and/or import Products and/or products containing or using Products.	20.1	In addition to the Supplier's liability for any defects, delays and product liability under the Purchase Agreement, a Party shall compensate the other Party for any loss or damage suffered as a result of a breach of the Purchase Agreement; provided that any actual or threatened breach by the Supplier of its delivery obligations regarding timeliness, capacity, quantities or quality shall, in addition to compensation for loss or damages, entitle Thermia to specific performance and injunctive relief.
17.7	Thermia and the Supplier acknowledge and agree that the license granted and accepted hereunder as described in section 17.5 and 17.6 shall survive any termination of the Purchase Agreement and shall continue until terminated by Thermia.	20.2	If a Party fails to comply in any material respect with its obligations under the Purchase Agreement and does not undertake complete rectification within thirty (30) days after a written notice to that effect, the other Party shall be entitled to terminate the Purchase Agreement with immediate effect and receive compensation in accordance with the provisions of the Purchase Agreement provided that the Parties recognize that time is of the essence with respect to Supplier's deliveries under a Purchase Agreement and thus, actual or threatened breach by the Supplier of its delivery obligations regarding timeliness, capacity, quantities or quality shall entitle
17.8	The Supplier is responsible for ensuring that the Product, and any use or assembly of the Product does not directly or indirectly infringe the Intellectual Property Rights of any third party and complies with any rules regarding use and distribution of open source software. The Supplier will, at its sole cost and expense, indemnify and hold Thermia harmless against any and all losses, costs, damages, expenses and other outlays resulting from claims that may be brought against any company within Thermia or anybody that uses the Products alleging that the Product, components of the Product, the use or assembly of the Product infringes the Intellectual Property Rights of a third party or open source software rules and will either replace the Product by another equivalent Product or obtain all necessary consents for the continued use of the Product. The Supplier shall, at Thermia's request, assist Thermia in disputes in which Thermia		

	Thermia to terminate any or all Purchase Agreements with the Supplier within five (5) days after a written notice to that effect.		duration set out in section 24.2. Section 24.4 shall however apply regardless of a separate confidentiality agreement between the Parties.
20.3	The Supplier is fully responsible for any actions or omissions (including, but not limited to the quality of the Product) of or related to its sub-suppliers (including, unless otherwise agreed in writing, any sub-suppliers that supply to the Supplier as a result of a Thermia-initiated request or requirement, notwithstanding any negotiations or discussions that Thermia may have engaged in with such sub-supplier with respect to any issue).	24.2	All information, equipment, know-how and technical documentation, including electronically stored data and computerized geometries, to which a Party has obtained access through the Parties' business relationship, shall for the duration of the Purchase Agreement and for 10 years thereafter be treated as confidential and may not be used for any purpose other than for development, design work or deliveries to Thermia. The information may not be shown to or in any other way communicated to or used by others than such personnel of either of the Parties that are directly involved in the implementation of the deliveries to Thermia. Copying or reproduction of such confidential information is permitted only within the framework of the fulfilment of a Party's obligations and with regard to the applicable copyright laws and regulations. However, the confidentiality undertaking outlined above shall not apply to information which is (i) known to the public other than by breach of this Agreement, (ii) information which a Party can show was in its possession before receiving it from the other Party, and (iii) information which a Party receive from a third party without restraints as to the disclosure thereof.
<b>21.</b>	<b>FORCE MAJEURE</b>		
21.1	"Force Majeure" shall mean all events which are beyond the control of the Parties, and which are unforeseen and unavoidable, and which were not known at the acceptance of a Purchase Order and which prevent total or partial performance by either Party. Such events shall include earthquakes, typhoons, flood, war, epidemics, civil disturbances, and any other event which neither can be foreseen, prevented nor controlled. For the avoidance of doubt, strikes, lock-outs or other industrial action or disputes solely related to the Supplier and/ or its subcontractors or agents shall not be deemed as events of Force Majeure. Further, an event that merely increases the cost of rendering performance under the Purchase Agreement but does not make performance impossible shall not constitute a Force Majeure event.	24.3	Information which a Party is required to disclose by reason of law or order of a court of a competent jurisdiction may however be disclosed for such purpose. The Party requested to disclose such information shall beforehand notify the other Party of any such requirement and consult with the other Party regarding the manner of such disclosure. The Party disclosing information pursuant to this section 24.3 shall, as far as is legally possible, limit disclosure of information and require the receiver of the information to treat it confidential as required in section 24.1.
21.2	If an event of Force Majeure occurs, a Party's contractual obligations affected by such an event shall be suspended during the period of delay caused by the Force Majeure and the period for performing such obligations shall be extended, without penalty, for a period equal to such suspension.	24.4	The Supplier may not make public the business relationship of the Parties through advertising or in any other way without prior written consent from Thermia.
21.3	The Party claiming Force Majeure shall promptly inform the other Party in writing and shall furnish within ten (10) days thereafter evidence of the occurrence and expected duration of such Force Majeure.	24.5	The Supplier shall at Thermia's request either return or destroy everything referred to in section 24.2, including copies thereof.
21.4	In the event of Force Majeure, the Parties shall immediately consult with each other in order to find an equitable solution and shall use all reasonable endeavours to minimize the consequences of such Force Majeure. If the consequences of the Force Majeure event continue for a period of thirty (30) days without a solution acceptable to both Parties despite both Parties' engagement in good faith discussions, the Party that is not subject to Force Majeure shall be entitled to immediately terminate the relevant Purchase Agreement.	<b>25.</b>	<b>WAIVER</b>
<b>22.</b>	<b>LEGAL REQUIREMENTS</b>	25.1	No waiver by either Party of any breach of the Purchase Agreement shall be considered a waiver of any subsequent breach of the same or any other provision. Notwithstanding the generality of the foregoing, any failure by Thermia to answer a question or communication from the Supplier about a delayed delivery shall not affect Thermia's right to impose a sanction in accordance with the Purchase Agreement.
22.1	Each Party shall comply with all laws and regulations relevant to the performance under the Purchase Agreement. This will include but not be limited to the Supplier's obligation to treat dangerous goods in accordance with all applicable laws and regulations.	<b>26.</b>	<b>SEVERABILITY</b>
<b>23.</b>	<b>EXPORT CONTROLS AND ORIGIN</b>	26.1	In the event that any provision of the Purchase Agreement should become invalid due to e.g. legislation, only the said provision shall be considered invalid while the remaining provisions shall remain in force. The Parties shall in such a case immediately conclude a new agreement that replaces the invalid provision and as far as is possible ensures through its content an equivalent result.
23.1	The Supplier shall, at the time of shipment, provide proper customs clearance supporting documentation for supplied Products in accordance with the laws and regulations set by the exporting and importing countries.	<b>27.</b>	<b>TRANSFER AND ASSIGNMENT OF AGREEMENT</b>
23.2	In addition, Supplier shall promptly provide all assistance, information and other documents as needed and requested by Thermia for any Product, or component therein, which Supplier delivers to Thermia. Such documents shall include but not be limited to information on part number, clear description, country of origin, value, weight, content preferential status, customs rulings (if any) and technical information adequate for Thermia to determine applicable classification. The country of origin being applicable for supplied Products may not be altered without prior written consent of Thermia.	27.1	The Supplier may neither transfer nor assign its rights or obligations under the Purchase Agreement (including, for the avoidance of doubt, by way of factoring or other financing facility or similar facility or arrangement) without the written consent from Thermia also in case of an insolvency procedure against the Supplier.
23.3	Supplier shall provide proper export control documentation for Products (and in certain cases the components therein) in accordance with the applicable laws and regulations and/or as requested by Thermia. Supplier, at its own cost, shall be obliged prior to the Parties agreeing on the Technical Specification, to determine and notify Thermia in writing of the information set out in section 23.3 in relation to the Product or the component.	<b>28.</b>	<b>TERM OF THE AGREEMENT</b>
23.4	In the event that Supplier changes sub-supplier or implements changes in manufacturing and assembly of any Products and/or components affecting the country of origin or affecting the export control related originating content without Thermia's prior written consent, Thermia shall have the right to claim compensation for any loss or damage suffered as a result of such change. For the avoidance of doubt, in such case, Thermia shall be entitled to source the Products and/or components from other suppliers, which conform to the country of origin in accordance with export control related originating content as agreed. Supplier shall not be entitled to any compensation of whatever nature due to Thermia's decision to source the Products and/or components from other suppliers according to this section 23.4.	28.1	The Purchase Agreement shall be valid from the date of acceptance of a Purchase Order and shall remain in effect for an indefinite period of time subject to any prior termination in accordance with the provisions under this section 28 or otherwise in the Purchase Agreement.
<b>24.</b>	<b>CONFIDENTIALITY</b>	28.2	The Purchase Agreement may not be terminated during any fixed term as agreed and defined in a price agreement relating to the Products delivered under the Purchase Agreement.
24.1	This section 24 shall apply if and to the extent that the Parties have not entered into a separate confidentiality agreement that covers the entire	28.3	After the duration of a price agreement (or if no price agreement was agreed), the Purchase Agreement may be terminated by either Party by written notice to expire twelve (12) months from receipt of the termination notice. Notwithstanding the foregoing, in the event that the Supplier has provided notice of termination, Thermia may extend the termination period by serving a written notice before the effective date of termination to the Supplier stating the extended period of time for the termination, which may not exceed the time reasonably required by Thermia to transfer the terminated Products to an alternative supplier. During the entire extended period of termination according to this section 28.3, the Supplier is obligated to continue delivering the Products on the same terms applicable as of the original effective date of termination.
		28.4	The Purchase Agreement can also be terminated in accordance with what otherwise is stipulated in these General Purchasing Conditions or a Purchase Agreement.

- 28.5 In addition to the above, a Party is entitled to terminate the Purchase Agreement with immediate effect and without any liability for compensation due to such termination if: (a) the other Party enters into composition proceedings, is declared bankrupt, goes into liquidation or for any other reason can be assumed to have become insolvent; or (b) the other Party is acquired by a competitor of the Party seeking termination.
- 28.6 Thermia is also entitled to terminate the Purchase Agreement with immediate effect and without any liability for compensation due to such termination if the financial or operational position of the Supplier to such an extent that in the reasonable opinion of Thermia, the capability of the Supplier to fulfil its obligations under the Purchase Agreement is materially impaired.
- 28.7 If the Purchase Agreement is terminated the Supplier shall at its own cost, use reasonable efforts to assist Thermia in the move of production of Products from the Supplier without any disturbances in Thermia's production, and immediately return to Thermia any tools that Thermia has provided to the Supplier in the Supplier's production of Products.
- 28.8 Without limitation of the survivability of any provisions hereunder which by their nature would reasonably be construed as surviving any expiration or termination of any Purchase Agreement, the provisions of sections 8, 9, 16, 17, 19, 20, 24, 28.3, 30 and 31 will survive the expiration or termination of this Agreement.

## **29. AMENDMENTS**

- 29.1 Any amendment to a Purchase Agreement shall be made in writing and signed by authorized representatives of both Parties.

## **30. APPLICABLE LAW**

- 30.1 Any and all disputes, claims or actions arising out of or related to a Purchase Agreement (including these General Purchasing Conditions or other documents integrated therein) or directly or indirectly to the commercial relationship between Thermia and the Supplier, whether arising in contract, tort, or other legal theory shall be governed by and construed in accordance with Swedish substantive law under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the conflict of law.
- 30.2 Notwithstanding the above, a Party shall always be entitled to apply for interim or conservatory measures in accordance with section 31.2 below.

## **31. DISPUTES**

- 31.1 Any disputes arising out of or relating to the Purchase Agreement shall be finally settled by arbitration in accordance with the rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English, unless both Parties are domiciled in Sweden in which case Swedish shall be used.
- 31.2 Notwithstanding the above, a Party shall be entitled to apply for interim or conservatory measures to any competent court and the Parties hereby agree that the courts of the jurisdiction in which either Thermia or the Supplier has its principal place of business shall constitute competent courts for purposes of this section 31.2.