

NEDERMAN GROUP

GENERAL TERMS AND CONDITIONS OF PURCHASE

SCOPE

1. These general terms and conditions of purchase shall apply to all contracts concluded between the supplier of goods ("Supplier") to any Nederman Group company (the "Purchaser").

2. Deviations from these general terms and conditions, or from any other arrangements concerning the contract/order, shall only be binding on the Purchaser if they are expressly accepted by the Purchaser in writing.

3. These general terms and conditions shall continue to apply even if certain clauses herein are invalidated for any reason whatsoever to the extent that they have not been found invalid.

4. The general terms and conditions of the Supplier or third parties which deviate or differ from these general terms and conditions are not binding on the Purchaser even if the Supplier makes reference to such terms and conditions and the Purchaser does not expressly dispute them.

DRAWINGS ETC

5. All drawings, prints, samples and specifications prepared by the Purchaser for the purposes of this contract shall be returned to the Purchaser upon completion of this contract or upon the non-acceptance or cancellation and the Supplier undertakes not to disclose such drawings, prints, samples or specifications or any part of them, to a third party without the Purchaser's consent.

VARIANCES

6. The Purchaser may take reasonable increases or decreases in the quantity of the goods ordered and may make reasonable reschedules of deliveries and other variations of the contract.

PRICES

7. Unless otherwise agreed by the Purchaser and the Supplier in writing, all prices shall be fixed and not index-adjusted and shall also include all drums, containers and other packaging of the goods.

PAYMENT

8. The goods shall be invoiced on the date of delivery. Invoicing charges or corresponding charges may not be debited.

9. Payment shall be made within forty-five (45) days from the latest of the date of the invoice and the date of delivery.

10. If the Purchaser fails to pay by the stipulated date, the Supplier shall be entitled to interest from the day on which payment was due in accordance with the Swedish Interest Act (Swe: *Räntelag 1975:635*). Payment does not imply approval of the goods.

DELIVERY. DELAY

11. Unless otherwise agreed by the Purchaser and the Supplier in writing, the term of delivery is delivery FCA (INCOTERMS 2010) at

Supplier's factory (or warehouse, where applicable). Partial shipments shall not be permitted unless otherwise agreed.

12. The goods shall be delivered in the agreed time. Delivery may not, without the approval of the Purchaser, be made earlier than agreed in the contract.

13. The Supplier is responsible for obtaining and maintaining any export license(s) required for delivery of the Products to the Purchaser. The Supplier shall inform of and issue all documentation which may be required by law, regulation or reasonably requested by the Purchaser regarding the export, import or re-export of the Products.

14. If the Supplier anticipates that he will not be able to deliver the goods at the time for delivery, he shall forthwith notify the Purchaser thereof in writing, stating the reason, and, if possible, the time when delivery can be expected. If the Supplier fails to give such notice, the Purchaser shall be entitled to compensation for any additional costs which he incurs and which he could have avoided had he received such notice.

15. If the delivery is not made at the agreed time, and this is not caused by the Purchaser or a circumstance as mentioned in Clause 26, the Purchaser may by notice in writing require fulfilment with a set deadline. If the deadline is not kept, the Purchaser may cancel the entire or a part of the contract or the individual delivery. The Purchaser may cancel the contract or individual deliveries without further cost to the Purchaser. In addition, the Purchaser may claim compensation for any loss suffered as a result of the Supplier's delay. However, this does not apply if the Supplier can prove that the delay is caused by matters outside the control of the Supplier or any subcontractors which the Supplier and any subcontractors could not reasonably have taken into account at the time when the incident occurred. If the loss is due to negligence or intent, the Purchaser may always claim compensation.

16. In the event of delays not caused by the Purchaser, the Purchaser may claim daily fines (penalty) without documentation of loss resulting from the delay. The daily fine shall constitute 0.5% of the total order amount per day, but at least SEK 2,000 per day. Daily fines may be claimed from the time of the delay and until delivery takes place or the Purchaser cancels the delivery. The daily fines shall not exceed 20% of the total order amount. The total order amount is defined as the sum of all amounts in the main order and any additional orders under the same order. The daily fines shall not reduce the Purchaser's right to claim other compensation or other remedies for breach of contract.

PACKAGING

17. The Supplier shall be required to provide the proper packaging, in accordance with customary trade practices.

QUALITY

18. The Supplier shall establish and maintain a quality system conforming to the requirements

set out in ISO 9001, ISO 14001 and OHSAS 18001 or equivalent quality systems.

LIABILITY FOR DEFECTS

19. The Supplier warrants that the goods manufactured by the Supplier meet all applicable statutory requirements, that the goods shall be in accordance with agreed specifications and that the goods shall be free from defects in material and workmanship.

20. If it is found that the goods supplied do not conform to the Suppliers warranty under Clause 19, the Purchaser shall be entitled to, at its own discretion: i) return the goods at the Supplier's risk and expense, or ii) to cancel the contract, or iii) require the Supplier to forthwith replace such goods or, iv) himself undertake or employ a third party to undertake necessary remedial works at the risk and expense of the Supplier

21. If the goods supplied by the Supplier does not conform to the Suppliers warranty under Clause 19 the Purchaser may by notice in writing require fulfilment with a set deadline. If the deadline is not kept, the Purchaser may cancel the entire or a part of the contract or the individual delivery. The Purchaser may cancel the contract or individual deliveries without further cost to the Purchaser. In addition, the Purchaser may claim compensation for any loss suffered as a result of the goods not being in conformity with the Suppliers warranty under Clause 19. However, this does not apply if the Supplier can prove that the fault is caused by matters outside the control of the Supplier or any subcontractors which the Supplier and any subcontractors could not reasonably have taken into account at the time when the incident occurred. If the loss is due to negligence or intent, the Purchaser may always claim compensation.

ANTICIPATED NON-PERFORMANCE

22. Notwithstanding other provisions in these general terms and conditions regarding suspension, each party shall be entitled to suspend the performance of his obligations under the contract, where it is clear from the circumstances that the other party will not be able to perform his obligations. A party suspending his performance of the contract shall forthwith notify the other party thereof in writing.

OTHER LEGAL RIGHTS

23. The conditions set out herein are in addition to, and not in substitution for the Purchaser's statutory and other legal rights.

INDEMNIFICATION

24. The Supplier agrees to indemnify the Purchaser against any claims, damages, expenses and losses arising out of (a) actual or alleged infringement of the intellectual property rights of third parties under any letters patent; registered design, copyright, trade mark or trade name (unless such infringement necessarily arose from following a design or instructions provided by the Purchaser); (b)

breach of any enactment or regulation to the goods or their packaging or labelling, as delivered to the Purchaser hereunder; or (c) product liability for loss caused by the Suppliers supply.

INSURANCE

25. The Supplier shall maintain at its own cost a policy of insurance to cover any liability of the Supplier towards the Purchaser.

FORCE MAJEURE

26. Either party shall be entitled to suspend performance of his obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: general shortage of raw materials, disruption of operation, industrial disputes and any other circumstance beyond the control of the parties such as fire, war, extensive military

mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power and

defects or delays in deliveries by subcontractors caused by any such circumstance referred to in this Clause. A circumstance referred to in this Clause whether occurring prior to or after the formation of the contract shall give a right to suspension only if its effect on the performance of the contract could not be foreseen at the time of the formation of the contract.

27. The party claiming to be affected by Force Majeure shall notify the other party in writing without delay on the intervention and on the cessation of such circumstance. If Force Majeure prevents the Purchaser from fulfilling his obligations, he shall compensate the Supplier for expenses incurred in securing and protecting the goods.

28. Regardless of what might otherwise follow from these general terms and conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract is suspended under Clause 26 for more than six months.

DISPUTES AND APPLICABLE LAW

29. All disputes arising out of or in connection with the contract shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the SCC Institute). The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, unless the SCC Institute, taking into account the complexity of the case, the amount in dispute and other circumstances, determines, in its discretion, that the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the SCC Institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators. The place of arbitration shall be Malmö, Sweden. The language of the proceedings shall be English, if the Supplier so requests.

30. The contract shall be governed by the substantive law of Sweden.