

# GENERAL TERMS AND CONDITIONS FOR PURCHASING

## 1 GENERAL

These terms and conditions for purchasing (the "T&C") shall apply on all purchases made by Isaberg Rapid AB, company no. 556035-6684 ("Isaberg") of Goods from a seller (the "Seller") unless otherwise explicitly agreed as specified in a Purchase Order referring to these T&C's. In case of any discrepancy or conflict between these T&C's and the Purchase Order referring to these T&C's, the terms and conditions set out in the Purchase Order shall prevail. In the event the Seller refers to its own conditions of purchase and such conditions are in conflict with any provisions in these T&C's, these T&C's shall supersede the Seller's own conditions regardless of whether Isaberg previously has objected to the Seller's conditions or not.

## 2 DEFINITIONS

In the T&C the following terms shall have the meaning given below, unless in any particular instance the circumstances expressly indicate otherwise.

**Agreement** – means a Purchase Order and all appendices/documents referred to in the Purchase Order (including these T&C) concerning purchases of Goods by Isaberg from Seller.

**Buyer Property** - technical documents, information, patterns, tools, machinery, equipment and digital/production material owned by Isaberg and necessary for the manufacture and/or delivery of the Goods.

**Change Order** – means an order requesting changes as defined in clause 7.1.

**Confidential Information** – means information defined in clause 20.

**Day or day** – means calendar day.

**Defect** – means 1) a defect, a deficiency or a deviation from the Specification, drawings/samples/descriptions of Goods to be delivered furnished by the Seller or by Isaberg to the Seller, 2) Goods not fit for the intended purpose or for any other purpose referred to in the Agreement or for any purpose ought to have been known by the Seller, 3) Goods not of merchantable quality, 4) defects in design and materials, or 5) Goods not fulfilling requirements according to Laws and Regulations.

**Defects Liability Period** – means the period as defined in clause 10.1.

**End Products** – means Isabergs final products developed, manufactured, marketed and sold to the market to which the Goods form part as components.

**Intellectual property Rights** – means any patents, trademarks, design rights, utility model rights, copyrights, trade secrets, know-how and other equivalent rights whether eligible for registration or not;

**Laws and Regulations** – means all laws, statutes, rules and regulations, and judicial or administrative orders or decisions (including interpretations), at any time applicable to the design, engineering, construction, completion, testing, repair, use or maintenance of the Goods.

**Goods** – means the Goods specified in the Agreement and/or Specification, which the Seller shall manufacture and deliver to Isaberg.

**Purchase Order** – means an order of Goods placed by Isaberg with Seller using Isaberg's printed Purchase Order form which forms a separate contract subject to the terms and conditions of these T&C.

**Specification** - means the documentation agreed by the Seller and Isaberg which describes the Goods in terms of e.g. quality, shape, function, performance, results and material content, etc.

**Seller** – means the legal entity or entities identified as the Seller in an Agreement and includes its legal successors but not (except with the written consent of Isaberg) any assignee of such entity or entities.

## 3 ORDER OF PRIORITY

The different documents constituting the Agreement shall take precedence in the order specifically stated in the Purchase Order. In the absence of such statement, the Purchase Order shall take precedence over this T&C and the T&C shall take precedence over the Specification/other documentation.

## 4 BINDING AGREEMENT

When the Seller has confirmed a Purchase Order placed by Isaberg or if the Seller has not rejected in writing to a Purchase Order placed by Isaberg at latest within seven (7) days from the Purchase Order date, the placed Purchase Order shall be considered approved and confirmed by the Seller and an Agreement is binding between the Parties.

## 5 DELIVERY AND DELAY

- 5.1 Goods shall be delivered in accordance with the specific delivery dates stated in the Purchase Order provided by Isaberg to the Seller.
- 5.2 Unless otherwise explicitly agreed, all deliveries and transports from the Seller to Isaberg or to such place as Isaberg may direct, shall be made DDP, address as notified by Isaberg (INCOTERMS 2020).
- 5.3 Partial deliveries are not accepted without Isaberg's prior written approval. If a partial delivery is approved by Isaberg, the Seller shall bear any additional transport costs due to such partial delivery. In case of a partial delivery the Seller shall specify the outstanding quantity on the delivery note and invoice

pertaining to such partial delivery. Further, delivery shall not be deemed to have taken place until the entire delivery has been performed, regardless of whether Isaberg has approved a partial delivery and with exception only to if Isaberg has explicitly provided otherwise in Isaberg's binding approval.

- 5.4 All deliveries shall be properly packed and marked by the Seller in accordance with the provisions specified in the Agreement and as instructed by Isaberg from time to time.
    - a) All deliveries shall always be delivered with packing and protection sufficient to prevent damage to, or deterioration of, the Goods under normal transport conditions. A packing note bearing the number stated on the Purchase Order must accompany all Goods. The number must be quoted by the Seller on all advice notes, invoices, colour packages, statement of account and correspondence relating to the Goods.
    - b) Hazardous Goods must be marked by the Seller with international danger symbols and display the name of the materials in English. Hazardous Goods must be accompanied by emergency information in English. The Seller shall observe the requirements of the United Kingdom, the European Union and all pertinent international agreements relating to the packing, labeling and carriage of the hazardous Goods. The Seller shall comply with all health and safety regulations in relation to the hazardous Goods.
  - 5.5 The Seller shall be responsible for providing Isaberg with all documentation necessary for importation control of the Goods. Such documentation shall be provided in a timely manner, enabling Isaberg to import the Goods without any delay, and at no extra charge to Isaberg.
  - 5.6 The Seller shall use its best efforts to ensure timely deliveries. The Seller shall immediately notify Isaberg in writing of any anticipated delay in meeting the delivery date, stating the reasons for the delay and its best estimate of when such delivery can be made. Should the Seller not deliver the Goods at the agreed delivery dates and this is not due to any circumstances for which Isaberg is responsible, then Isaberg may by written notification to the Seller cancel the delayed delivery.
  - 5.7 If the Seller fails to deliver the Goods in accordance with an agreed delivery date, the Seller shall, if possible and at its own expense, arrange for a different shipping/transport mode (e.g. air freight) enabling Isaberg to take delivery at Isaberg's premises as soon as possible.
  - 5.8 If the delay is caused by Isaberg, the Seller shall be entitled to an extension of time in respect of any affected delivery. Such extension shall be for a period of time corresponding to the actual delay in completion of the delivery. Delivery within such extended time shall not be regarded as a late delivery. The Seller has the burden of proof as to the occurrence of a matter that entitles the Seller to an extension of time and its actual effects on completion of the relevant delivery.
  - 5.9 If delivery is delayed for reasons due to the Seller, Isaberg is entitled to;
    - a) completely or partly terminate the purchase of the Goods which Isaberg does consider having no use of due to the late delivery, and
    - b) make substitute purchases from other Sellers.
  - 5.10 If the Seller fails to meet the delivery date as specified in a Purchase Order, the Seller shall pay liquidated damages to Isaberg. The liquidated damages shall be one (1) % of the price of the delayed delivery per commenced week.
  - 5.11 In addition to clause 5.10, the Seller shall compensate Isaberg for all direct and indirect losses and damages arising out of or relating to the late delivery of Goods. The compensation shall include but not be limited to penalties and damages that Isaberg is obligated to pay to its end customers as a result of the delay.
  - 5.12 If the Seller is delayed in manufacturing or delivering the Goods, the Seller shall at its own expense be obliged to accelerate the manufacture or delivery of the Goods (e.g. by increasing the number of workers, the number of shifts, the days of work and/or to the extent permitted by Laws and Regulations, to institute or increase overtime operations) in order to regain any time lost and manage the delivery dates agreed.
  - 5.13 If not otherwise specifically set forth in the Agreement, Isaberg is not required to inspect the Goods prior to their use. The Seller waives any right to require Isaberg to conduct an inspection of the Goods.
- ## 6 PRICES AND PAYMENT
- 6.1 Isaberg shall pay the price for ordered Goods as specified in the Agreement. The prices shall be fixed and not subject to any adjustment for increases in the Seller's costs, including but not limited to costs of labour, material, raw materials and overhead.
  - 6.2 Unless otherwise explicitly agreed, payment shall, as regards Goods, be made no later than 30 days from the day of delivery in accordance with clause 5.1 or from Isaberg's receipt of the invoice (which ever comes later).
  - 6.3 A condition for timely payment is that Isaberg receives correct and all information necessary from the Seller as requested by Isaberg from time to time. Invoices shall as a minimum contain a description of the Goods and the delivered quantity as well as price, time of delivery and place, Isaberg's name, correct identification (with company registration number) of the Isaberg entity that is Seller's legal counterparty and order number.

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- 6.4 Isaberg is entitled to suspend/withhold further payment if there is a defect in a delivery of Goods and Isaberg has not yet paid for the relevant Goods.
- 6.5 If Isaberg fails to pay an amount payable under the Agreement and the payment is delayed more than 5 business Days, interest shall, with start from the 6 business Day, be paid by Isaberg in accordance with the Swedish Interest Act (Swe. Räntelagen (1975:635)).
- 6.6 Title and risk in the Goods shall pass to Isaberg at delivery in accordance with clause 5.2.
- 6.7 Isaberg has the right to set-off claims for damages against any payments due to the Seller from Isaberg.

## 7 CHANGES OF GOODS OR SPECIFICATION

- 7.1 Isaberg may at any time request changes, modifications, additions or deletions to or in a specific Specification, Goods, or Purchase Order. Such a request is made by using a Change Order. The Seller shall within a reasonable time send to Isaberg a change proposal with information on data and cost relevant to the proposed change(s) and modification(s). The Seller undertakes to make such changes following agreement on new prices and/or time for delivery.
- 7.2 All reasonable, unavoidable and verified direct costs resulting from changes and/or modifications in accordance with clause 7.1 shall be borne by Isaberg. The Seller shall provide Isaberg with all relevant documentation in such form and detail as Isaberg may direct.
- 7.3 If and to the extent a Change Order results in cost or time savings for the Seller, Isaberg shall be entitled to an appropriate adjustment of the price of the affected Goods.

## 8 SUBCONTRACTORS

- 8.1 The Seller may not, without Isaberg's written consent, use a subcontractor for the manufacture and/or delivery of the Goods.
- 8.2 An appointment of a subcontractor shall have no implication to the Seller's obligations under the Agreement and the Seller shall, for the avoidance of any doubt, be responsible towards Isaberg for all acts and omissions of any subcontractor as well as for any other intermediaries appointed by the Seller hereunder, including but not limited to in relation to any disclosure of Confidential Information.

## 9 PATTERNS, TOOLS, MACHINERY AND EQUIPMENT

- 9.1 Patterns, tools, machinery and equipment provided or paid for by Isaberg, shall remain Isaberg's property. Isaberg may at any time demand redelivery of such patterns, tools, machinery and equipment. Isaberg shall pay the Seller the reasonable cost for any work necessary to adapt or supplement such patterns, tools, machinery or equipment. Costs for maintenance shall be paid by the Seller.
- 9.2 If the Seller, during the manufacturing of the Goods, discovers defects in the Goods as a result of defects in the patterns, tools, machinery or equipment provided or owned by Isaberg, or errors or omissions in the Specification, technical documents and information provided by Isaberg, the Seller shall immediately inform Isaberg. Isaberg shall correct such defects, errors and omissions.
- 9.3 Patterns, tools, machinery and equipment belonging to Isaberg shall be properly marked/labelled, identified and segregated as the property of Isaberg. The Seller shall have no rights of retention of any such property.
- 9.4 The Seller shall insure patterns, tools, machinery and equipment provided by Isaberg whilst in the Seller's possession. The cost of such insurance shall be borne by the Seller.
- 9.5 All such patterns, tools, machinery and equipment as described above in this section, shall only be used exclusively to produce the Goods for Isaberg. The Seller shall not, without Isaberg's consent, use Isaberg's patterns, tools, machinery or equipment for any other purpose than fulfilment of the manufacture and delivery of the Goods, nor shall such patterns, tools, machinery or equipment be handed over to third party without Isaberg's written consent.
- 9.6 Patterns, tools, machinery and equipment belonging to Isaberg shall be stored in an appropriate manner at the Seller's expense and be kept at the Seller's risk while in the possession of the Seller.

## 10 WARRANTY AND LIABILITY FOR DEFECTS

- 10.1 The Seller warrants that the Goods are free from Defects during a period commencing on the date the Goods are delivered and ending twenty-four (24) months from when an End Product has been delivered by Isaberg to its customers. However, the aforementioned warranty period will at all times end thirty-six (36) months from the date the Goods were delivered by Seller to Isaberg (the "Defects Liability Period").
- 10.2 Should, during the applicable Defects Liability Period, any Defect occur, the Seller shall, after receipt of a notice thereof from Isaberg, promptly at its own expense and risk replace, repair or otherwise make good all Defects so notified.
- 10.3 Goods repaired or replaced pursuant to the warranties above during the relevant Defects Liability Period shall be further warranted as set out in clause 10.1 above for a Defects Liability Period equal to the original Defects Liability

Period for such Goods, starting on the date when the repair or replacement is finalized.

- 10.4 Claims for breach of warranty shall be notified by Isaberg to the Seller in written form within 10 days after such breach has been noticed by Isaberg.
- 10.5 Should the Seller fail to undertake all reasonable efforts to remedy a Defect within a reasonable time after the Seller has received a second notification from Isaberg of the Defect or if Isaberg determines in good faith, after consulting with the Seller, that the remedial work cannot be done within the limits of clause 10.2, Isaberg is entitled to: (i) reject the nonconforming Goods, return them to the Seller and, at Isaberg's option, request redelivery of conforming Goods; or (ii) retain them and either repair them itself or request the Seller do so, on or off-site. In any event, the Seller will bear the risk and expense of the remedial action undertaken by Isaberg or the Seller; or (iii) a reasonable reduction of the price.
- 10.6 The Seller shall compensate Isaberg for any direct or indirect loss or damage arising out of or relating to the Defect or shortcoming in delivery, including but not limited to costs for assembly and disassembly, detection and analysis, scrapping and transportation.
- 10.7 If due to a delivery of defective Goods, Isaberg considers it necessary to inspect all Goods delivered by the Seller, Isaberg shall be entitled, after giving the Seller notice thereof, to make such inspection at the latter's expense and without awaiting the latter's approval.
- 10.8 The Seller shall not be held responsible for Defects that are due to Isaberg, or that is due to inaccurate Specifications provided by Isaberg to the Seller.

## 11 PRODUCT LIABILITY AND RECALL

- 11.1 The Seller shall indemnify Isaberg against any claim, suit, judgment and/or award (including all costs in connection therewith) and pay all damage, including any indirect and/or consequential losses, which may be imposed upon Isaberg arising out of or relating to any of the Goods having caused personal injury or property damages due to the fact that:
- (a) any of the Goods was defective;
  - (b) any non-compliance by the Seller with any of its representations, warranties or obligations under these T&C's; or
  - (c) any negligence or fault of the Seller in connection with the design or manufacture of the Goods.
- 11.2 If Isaberg receives such a claim, Isaberg shall immediately notify the Seller accordingly and the Parties shall undertake all necessary investigations in order to defend such claims in the best possible way. At Isaberg's request the Seller shall, at the cost of the Seller, also assist Isaberg in the event of any claim or dispute.
- 11.3 If there is a risk of any of the Goods causing personal injury or property damage due to any of the Goods being Defective or, (i) Isaberg assumes there to be a serial defect in delivered Goods; or (ii) Isaberg is required by a government or authority to make a recall of any of the Goods and/or End Products due to Defective Goods, the Seller shall compensate Isaberg for all its direct and indirect costs, losses and expenses in conjunction with such recall.
- 11.4 The Seller shall maintain a product liability insurance that complies with market practice during the term of the Agreement and for a period of five years thereafter. The Seller shall upon Isaberg's request provide Isaberg with a copy of the insurance policy.

## 12 COMPLIANCE WITH LAWS, REGULATIONS, POLICYS AND QUALITY REQUIREMENTS

- 12.1 The Seller shall comply with all Laws and Regulations that may apply to the development, design, production, sale, or distribution of the Goods. In addition, the Seller shall comply with any code of conduct issued by Isaberg from time to time.
- 12.2 The Seller shall comply with all certification and standard requirements that apply regarding the Goods in the countries where Isaberg's End Products are marketed and/or sold by Isaberg as well as with such instructions regarding certification provided by Isaberg from time to time.
- 12.3 The Seller shall have a satisfactory quality assurance system in place that complies with all quality requirements and procedures specified by Isaberg.
- 12.4 The Seller shall promote continuous quality improvement in the manufacture, production and distribution of the Goods. The Seller will comply with the quality assurance processes, inspections and standards specified by Isaberg for Sellers providing goods similar in nature to the Goods.
- 12.5 By accepting this Purchase Order, Supplier agrees they comply with REACH, RoHS, POP, Battery and Packaging Directives (as applicable) and do not contain any SVHCs in excess of 0.1% as listed on <https://echa.europa.eu/candidate-list-table>

## 13 LIMITATION OF LIABILITY

Unless otherwise stated in these T&C's or separately agreed between the Parties, neither Party shall be liable for any indirect and/or consequential losses under the Agreement. This limitation shall however not apply in relation to personal injury and in cases of willful misconduct or gross negligence.

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## 14 TECHNICAL INFORMATION ETC.

The Seller shall, if requested by Isaberg, provide Isaberg with copies of any data, material, documentation and other information regarding the Goods, their composition, substances and material used in or in connection with their production.

## 15 INTELLECTUAL PROPERTY RIGHTS AND INFRINGEMENT

- 15.1 Nothing in the Agreement shall operate to deprive either of the Parties their respective Intellectual Property Rights.
- 15.2 The Seller agrees that any Intellectual Property Rights developed specifically for and/or on behalf of Isaberg or to facilitate the production and operation of the Goods shall belong to Isaberg.
- 15.3 Isaberg shall provide the Seller with technical documents and information necessary for the manufacture and delivery of the Goods to the extent stated in the Agreement and/or the Specification.
- 15.4 All technical documents and information provided by Isaberg shall remain the property of Isaberg and shall not be used for any other purpose than the manufacturing of the Goods. The technical documents and information provided by Isaberg may not, without Isaberg's prior written consent, be copied, reproduced, provided to or otherwise made available to any third party.
- 15.5 The Seller shall be responsible for ensuring that the Goods or their use does not infringe any intellectual property rights of a third party. The Seller undertakes to indemnify Isaberg for any direct or indirect expense or liability, including costs, fees, damages and losses arising out of or relating to the Goods or their use and to either replace the Goods with non-infringing, equivalent Goods or to obtain necessary consent from the third party. The Seller shall investigate, defend and otherwise handle any such claim. The Seller shall at Isaberg's request, assist Isaberg in disputes in which Isaberg could become involved due to such infringement and also replace Isaberg in such dispute.

## 16 AUDITS AND FINANCIAL INFORMATION

- 16.1 Isaberg and its advisers shall, subject to a notification of at least five business days in advance, have the right to enter the Seller's facility during normal business hours to inspect the facility, production process, Goods, materials and Buyer Property.
- 16.2 An audit does not in any way limit the rights of Isaberg resulting from the purchasing between the Parties. Audits shall be conducted in such a way to reduce to a minimum the impediment to the Seller's undertakings under the Agreement or its business in general. Each Party shall bear its own costs in connection to an audit.

## 17 TERMINATION

- 17.1 Isaberg may, at any time and for any reason, with immediate effect terminate the Agreement, partly or in its entirety by giving the Seller written notice of such termination.
- 17.2 In the event of termination pursuant to clause 17.1 above, Isaberg's liability is limited to pay to the Seller the following amounts:
- (a) the price attributable to the manufacture and delivery of the Goods delivered or manufactured by the Seller as of the date of termination; and
  - (b) all reasonable, unavoidable and verified direct costs incurred by the Seller resulting directly from the termination.
- 17.3 Without prejudice to any remedy it may have against the other Party for breach or non-performance under the Agreement, either Party shall have the right to terminate the Agreement, wholly or partly, with immediate effect by giving the other Party notice in writing:
- (a) If the other Party should commit or permit a breach or non-performance of its undertakings under the Agreement and should fail to remedy such breach or non-performance within 14 days after receipt of written notice;
  - (b) If the other Party should commit or permit a breach or non-performance of material and essential importance to the affected Party;
  - (c) If the other Party should enter into liquidation, either voluntary or compulsory, or become insolvent or enter into composition or corporate reorganization proceedings or if execution be levied on any goods and effects of the other Party or the other Party should enter into receivership.
- 17.4 If Isaberg terminates the Agreement pursuant to clause 17.3 above, Isaberg may take over and become owner of such Goods as have been manufactured by the Seller as of the date of termination. The Seller shall be entitled to be paid the price attributable to such Goods taken over by Isaberg. Any sums due to Isaberg from the Seller accrued prior to the date of termination shall be deducted from the amount to be paid by Isaberg.
- 17.5 Upon the premature termination of the Agreement, the Seller shall take all actions necessary to protect any Buyer Property in the possession of the Seller or its Sellers and subcontractors.
- 17.6 Nothing contained in this clause 17 shall prejudice the right of Isaberg to exercise either in lieu of or in addition to the rights or remedies conferred by this clause 17 any other rights or remedies to which Isaberg may be entitled by law or otherwise.

## 18 INSURANCE

Each Party shall, in addition to what is set forth in clause 11.4, at all times carry and maintain liability insurance coverage to satisfactorily cover its respective obligations under the Agreement.

## 19 FORCE MAJEURE

- 19.1 A Party shall be discharged from liability for a failure to perform an obligation under the Agreement due to a circumstance beyond the Party's control. Circumstances giving rise to such discharge are war or warlike acts, restrictions by public authorities, fire, strike, blockade, prohibition, global pandemics or other similar events, provided that the affected Party immediately gives written notice to the other Party of such event ("**Force Majeure Event**") immediately. For the avoidance of doubt, industrial disputes, such as strike and blockade, directly related to a Party shall not be deemed as a Force Majeure Event for that Party.
- 19.2 If performance of significant parts of the Agreement is prevented for more than three (3) months due to a Force Majeure Event, the other Party shall be entitled to terminate the Agreement with immediate effect. Neither Party shall have any liability to the other Party as a consequence of termination of the Agreement due to a Force Majeure Event.

## 20 CONFIDENTIALITY

- 20.1 A receiving Party undertakes not to disclose or reveal any information (regardless of whether it is in oral, written, electronic or other form), without the disclosing Party's prior written consent, regarding the disclosing Party's business which may be considered a trade or professional secret, or otherwise use such information for any purpose other than for the receiving Party's performance of its obligations under this Agreement. Information that the disclosing Party has declared to be confidential shall at all times be considered a trade or professional secret.
- 20.2 This confidentiality undertaking shall not apply to information the receiving Party can prove it learned of in a manner other than through this Agreement or which is public knowledge. Nor does this confidentiality undertaking apply when the receiving Party is required to disclose information in accordance with any law, enactment, stock market regulation or decision by governmental authorities.

## 21 NOTICE

Any notice shall be sent by courier, registered letter, facsimile or e-mail to the ordinary addresses of the Parties stated in the Agreement or notified to the other Party at a later point of time. Proof of dispatch of a notice shall be regarded as proof of receipt of such notice. The notice shall be regarded as delivered; if sent by courier: when delivered; if sent by registered letter: five (5) days after delivery for postal service; if sent by electronic mail: when received by the receiver, provided the notice was sent by E-mail the same day by the sender.

## 22 MISCELLANEOUS

- 22.1 The Agreement constitutes the entire agreement between the Parties regarding all the issues set forth in the Agreement. Any and all written or verbal undertakings or agreements prior to Agreement are in all respect substituted by the Agreement.
- 22.2 Any amendments to the Agreement shall, in order to be binding, be made in writing and duly executed by both Parties hereto.
- 22.3 Neither Party may, without the prior written consent of the other Party, assign any of its rights and obligations under the Agreement to a third party.
- 22.4 No waiver of any of the provisions of the Agreement shall be binding unless in writing and signed by duly authorized representatives of the Party to be bound thereby.

## 23 DISPUTES AND GOVERNING LAW

- 23.1 The Agreement shall be governed by Swedish law, without regard to its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.
- 23.2 Any dispute, controversy or claim arising out of or in connection with the 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 Institute**"). The seat of arbitration shall be Gothenburg, Sweden and the language to be used in the arbitral proceedings shall be English.
- 23.3 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 Arbitration 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.
- 23.4 The Parties undertake, indefinitely, not to disclose the existence or contents of any judgment or decision related to or in connection with the Agreement or any information regarding negotiations, arbitral proceedings or mediation in connection therewith. This confidentiality undertaking shall not apply in relation to information which a Party is required to disclose by law, pursuant to an order

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of a governmental authority, pursuant to applicable stock exchange rules, or which may be required for the enforcement of a judgment or an award.