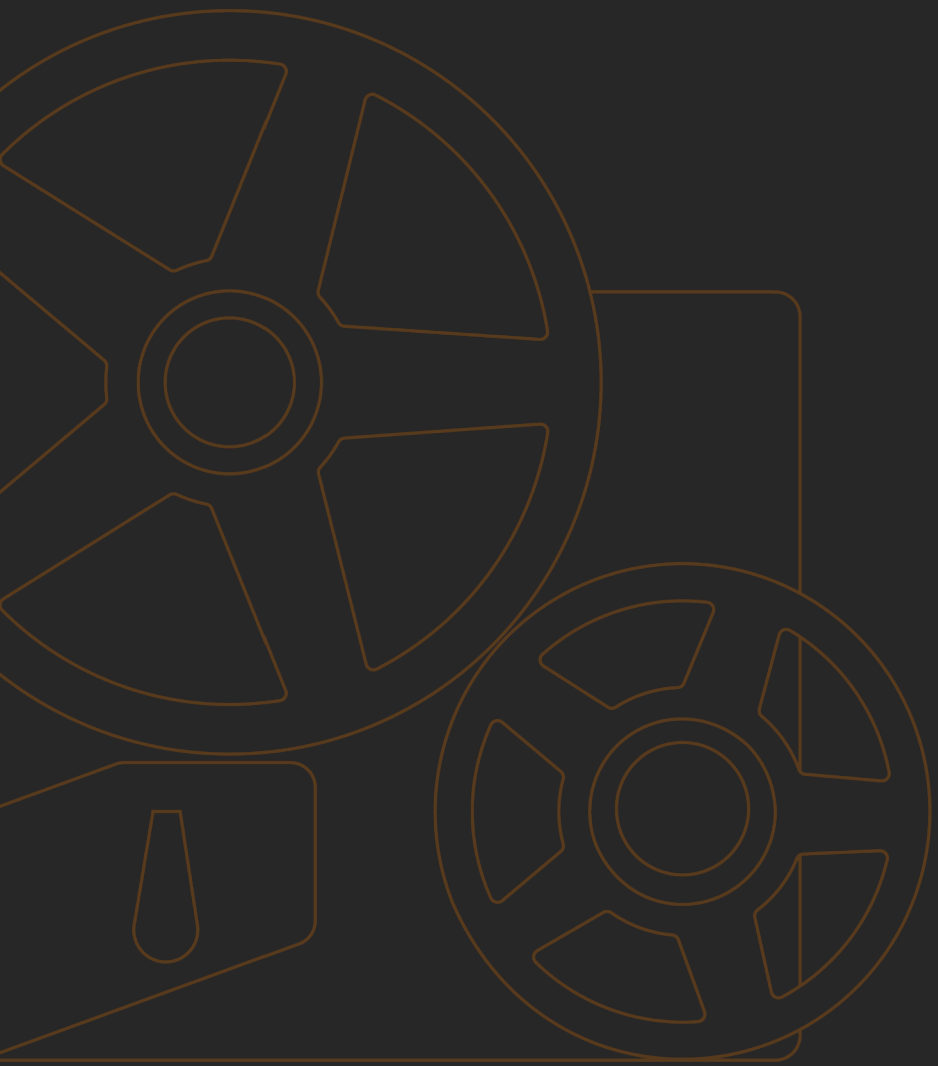
evolabel®

Simplicity through technology

General Purchasing Terms and Conditions



1. GENERAL

1.1 These Evolabel General Terms & Conditions ("GTC") apply to Evolabel's purchase of Components, prototypes, Tooling and/or Technical Services.

1.2 A Purchase Agreement is entered into between Supplier and Evolabel (each a "Party" and jointly the "Parties") either by entering into a written agreement for the purchase of Components, prototypes, Tooling and/or Technical Services or Supplier's confirmation of Evolabel's Purchase Order, whereupon Supplier accepts that these GTC's form an integral part of the Purchase Agreement. A Purchase Agreement consists of (a) a written purchase agreement, including its appendices, if any (b) Evolabel's GTC (c) the Purchase Order (d) the Specifications, if any and (e) any other agreed document for the purchase of Components, prototypes, Tooling and/or Technical Services. In the event of a conflict between the documents mentioned in (a)-(e), the documents shall apply in the order referred to unless otherwise expressly agreed in writing.

1.3 Any Supplier standard terms and conditions, referred to in Supplier's order confirmation or otherwise referenced in any documentation issued by Supplier are hereby expressly excluded from the Agreement.

1.4 Supplier is not the exclusive supplier.

2. DEFINITIONS

The following terms shall have the meanings set out below.

"**Affiliate**" means any entity that directly or indirectly owns or controls, or is owned or controlled by, or is under common ownership or control of a Party.

"**Anti-Bribery Laws**" means any and all applicable anti-bribery and anti-corruption laws, including without limitation, the UK Bribery Act and the US Foreign Corrupt Practices Act.

"**Component**" **or** "**Components**" means the components (hardware including software, where applicable) which Supplier has undertaken to supply to Evolabel by accepting a Purchase Order.

"**Confidential Information**" means any kind of information (e.g. commercial, financial, operational and technical) irrespective of format, which the disclosing Party provides the receiving Party with under this Agreement. The Confidential Information may relate to the business operations of the disclosing Party, its Affiliates or third parties whose information the disclosing Party has in its possession subject to confidentiality restrictions (e.g. suppliers or sub-contractors) and includes without limitation; sales and marketing data (e.g. pricing, rebates, sales targets, business and marketing plans), financial data (e.g. revenue, financial forecasts), operational data (e.g. processes, capacity, delivery performance and targets), technical data (e.g. test results), sales and marketing material, technical documentation (e.g. drawings related to existing products and new concepts, service manuals) and other types of data, reports, records or other documentation or interpretations thereof, containing or otherwise reflecting any non-public information representing trade secrets, intellectual property rights and other information provided by the disclosing Party or which the receiving Party obtains access to and that the receiving Party knows or has a reason to know, or should know under the circumstances, is confidential.

"**Deliverables**" mean, without limitation, drawings, designs, specifications, calculations, technical documentation, manufacturing instructions, CAD files and other engineering data as created by Supplier in connection with the provision of Technical Services in accordance with Clause 9.

"**Evolabel**" means Evolabel AB or any of its Affiliate issuing a Purchase Order.

"**Government Entity**" as referred to in Clause 19.2 means (a) any national, state, regional, or local government (including, in each case, any agency, department, or subdivision of such government); (b) any political party; (c) any entity or business that is owned or controlled by any of those bodies listed in subcategory (a) or (b); or (d) any international organization, such as the United Nations or the World Bank.

"**Government Official**" as referred to in Clause 19.2 means (a) any director, officer, employee, agent, or representative (including anyone elected, nominated, or appointed to be a director, officer, employee, agent, or representative) of any Government Entity, or anyone otherwise acting in an official capacity on behalf of a Government Entity; (b) any political party, political party official, or political party employee; (c) any candidate for public or political office; (d) any royal or ruling family member; or (e) any agent or representative of any of those persons listed in subcategories (a) through (d).

"**Intellectual Property Rights**" or "**IPR**" means all intellectual property rights whether registrable or not and regardless of medium, and includes without limitation; inventions, innovations, patents, trade secrets, copyrights, designs, trademarks, know-how, ideas, technical information, manufacturing processes, 3D models and other types of models and hardware, domain names, data, software, source code and all types of documentation or other physical media depicting or reproducing intellectual proprietary rights (e.g. drawings, manuals and specifications).

"**Purchase Agreement**" means the binding purchase agreement entered into between the Parties in accordance with Clause 1.2.

"**Purchase Order**" means the document issued by Evolabel and sent to Supplier for the purchase of Components, Tooling and/or prototypes.

"**Products**" means Evolabel's "Print & Apply" machines for automatic labelling, which Evolabel develops, manufactures and supplies to its customers.

"**Representative**" or "**Representatives**" means a Party's shareholders/partners, officers, directors, employees, agents, and anyone else acting on such Party's behalf.

"**Sanctions**" means any trade, and/or economic and/or financial sanction or other sanctions (including any relevant law, regulation, authority decision) adopted by any country, including but not limited to such adopted by European Union, the United States and or the United Nations.

"**Serial Defect**" means any defect, fault or non-conformity as referred to in Clause 10.3 that (a) occurs in multiple deliveries of Components or affects a significant number of Components of the same type and that (b) arises from a common root cause, including but not limited to design flaws, manufacturing errors, material deficiencies or quality control failures, and (c) is reasonably likely to affect additional Components of the same model, batch or production series.

"**Specification**" or "**Specifications**" means, at any given time, the applicable drawings, samples, technical specifications, project specifications, assembly instructions and all other documentation related to the Components and/or the Products for the manufacturing and supply of Components under a Purchase Agreement that (a) Evolabel has provided to or otherwise made available to Supplier, and/or that (b) has been drafted by or on behalf of Supplier and been approved by Evolabel in writing.

"**Supplier**" means the party to the Purchase Agreement supplying Components, prototypes, Tooling and/or Technical Services to Evolabel.

"**Technical Services**" means technical services in Clause 9 provided by Supplier to Evolabel in connection with, or in preparation for, the development, manufacturing and/or supply of components, prototypes, tooling and/or for other purposes as separately agreed.

"**Tooling**" means all tools, dies, molds, jigs, fixtures, special equipment and related items (including software) which are designed, developed or used by or on behalf of Supplier for the manufacturing of prototypes and/or Components.

3. SUPPLIER'S GENERAL OBLIGATIONS

3.1 Supplier is responsible for ensuring that it receives or otherwise gets access to all information necessary for Supplier's performance of its obligations in accordance with the Purchase Agreement.

3.2 Supplier shall immediately notify Evolabel if it discovers, or reasonably suspects, circumstances that may result in defects in Components, delays in delivery (including increased lead times), or if Supplier otherwise has reason to believe that it will be, or is, in breach of the Purchase Agreement.

3.3 Supplier shall notify Evolabel in writing no later than twelve (12) months prior to the withdrawal of any of Components from its standards offering and/or the discontinuation or withdrawal of any sub-components by its sub-suppliers.

3.4 Supplier shall notify Evolabel immediately in writing in the event (a) Supplier becomes insolvent, is the subject of a petition in bankruptcy, admits in writing its inability to pay its debts, makes an assignment for the benefit of creditors, ceases doing business, experiences any material deterioration in its financial viability; or (b) commences the process of a sale of Supplier to a competitor of Evolabel or in the event of (c) any other circumstance that may impact Supplier's possibility to fulfil its obligations under a Purchase Agreement. For the purposes of this Clause, a "sale of Supplier" means any transaction or series of transaction resulting in (i) the sale, transfer or assignment of all or substantially all of the assets of Supplier; or (ii) the direct or indirect transfer of shares or ownership interest in Supplier (irrespective of the percentage of shares or interest transferred), whether by merger, acquisition or otherwise.

3.5 If requested by Evolabel, the Parties shall organize regular business review meetings to discuss, inter alia, the overall cooperation, quality matters,

delivery precision, improvement opportunities and the competitiveness of the Components in terms of quality and price.

4. ORDER PROCESS AND DELIVERY

4.1 Purchase Orders and Purchase Order confirmations shall be issued in accordance with this Clause 4.

4.2 **Capacity**. Supplier shall maintain sufficient production capacity, resources and contingency arrangements to meet Evolabel's demand for Components.

4.3 **Order process**. Evolabel issues Purchase Orders by email or as otherwise separately agreed with Supplier. Evolabel may amend or cancel an issued Purchase Order for the purchase of Components any time prior to Supplier's delivery of Components without incurring any liability, provided however that Supplier at the time for such amendment and/or cancellation has not initiated the manufacturing of Components covered by the relevant Purchase Order(s).

4.4 **Delivery Terms**. Supplier shall deliver Components to Evolabel within the time period as stated in a Purchase Order and as confirmed by Supplier. Delivery shall be DAP (Incoterms® 2020) Evolabel, Johannefredsgatan 9, 431 53 Mölndal, Sweden. The risk for the Components passes to Evolabel in accordance with the agreed Incoterms.

4.5 **Late delivery**. Supplier shall compensate Evolabel for all losses and damage suffered as a consequence of Supplier's delay. For the avoidance of doubt, the limitation of liability set out in Clause 17.1 shall not apply to Supplier's obligation to compensate Evolabel under this Clause 4.5. In the event of a delay in delivery of Components exceeding 30 business days, Evolabel is entitled to cancel relevant Purchase Orders without incurring any liability.

4.6 **Receipt of Components**. Evolabel may inspect the Components at any time, including after delivery or use. Evolabel shall not be considered to have accepted any Components by delivery, payment or use and reserves all rights to claim remedy and/or compensation subject to the conditions in the Purchase Agreement. Evolabel shall notify Supplier in writing about any defective Components within reasonable time from detecting a defect.

5. PRICE AND PAYMENT TERMS

5.1 **Price**. The agreed price for the Components is set out in a separate agreement or the relevant Purchase Order(s). Unless otherwise expressly agreed, all prices are stated in EUR and include all costs, including packaging, transport, duties, taxes (excluding VAT or equivalent) as well as insurance. Payment shall be made to a bank account registered in the name of Supplier and in the country in which Supplier is registered.

5.2 **Price adjustment.** Any price adjustment of already agreed price for the Components is subject to explicit agreement between Supplier and Evolabel.

5.3 **Payment Terms**. Supplier may issue invoice upon dispatch of the Components, Tooling and/or prototype, at the earliest. Payment shall be made no later than sixty (60) days from the invoice date. Supplier is entitled to interest from the day on which payment was due. The annual interest amounts to 8 percentage points above the rate of the main refinancing facility of the European Central Bank.

5.4 **Set-off**. Evolabel shall be entitled to set off against any amounts payable to Supplier, any amounts reasonably disputed by Evolabel and claimed from Supplier, including, without limitation, claims arising from delays and/or defective Components.

6. MANUFACTURING

6.1 Supplier shall comply with applicable Specifications and other instructions issued by Evolabel, from time to time, for the purpose of manufacturing and delivery of the Components. Unless otherwise expressly agreed in writing, the Specification and all other information related to the Products, the Components, Evolabel owned Tooling and/or prototypes which have been generated for the purpose of the Purchase Agreement, irrespective of such have been generated by Supplier or a third party on behalf of Supplier, is the property of Evolabel and may only be used by Supplier for the purpose of fulfilling its obligations under the Purchase Agreement. The ownership of, and right to use, IPR related to the Specifications is governed by Clause 13.

6.2 Supplier shall immediately contact Evolabel if Supplier discovers, or has reasonable grounds to suspect, deficiencies or ambiguities in the Specifications. Evolabel shall communicate changes to the Specifications (e.g. regarding design, technical information, materials) well in advance of expected implementation. Evolabel shall approve relevant samples before such changes are implemented in Supplier's manufacturing of the Components.

6.3 Supplier shall manufacture the Components in accordance with good industry practice and shall ensure that its employees and other personnel engaged in work under the Purchase Agreement have the necessary competence and training to perform the work in a professional manner and in accordance with Evolabel's Specifications and other instructions.

6.4 Upon Evolabel's request, Supplier shall promptly provide test results and other reports or documentation relating to Supplier's manufacturing of the Components.

6.5 Supplier shall establish, implement, maintain and continuously improve a documented quality management system appropriate for the manufacture and supply of Components hereunder. Without limitation, Supplier shall: (a) maintain certification to ISO 9001 (Quality), or an equivalent internationally recognized quality management standard; and (b) where applicable, maintain certification to relevant additional standards, including but not limited to ISO 14001 (Environment), ISO 27001 (Information Security), ISO 45001 (Occupational Health and Safety) or other applicable industry standards.

6.6 Supplier shall ensure that relevant certifications remain valid and in full force throughout the delivery of Components to Evolabel. Upon Evolabel's request, Supplier shall provide Evolabel with a copy of the relevant certificate(s), audit reports and evidence of Supplier's compliance as well as other information regarding Supplier's quality processes and procedures.

6.7 Supplier may not make any changes related to the manufacturing and/or delivery of the Components, without Evolabel's prior written approval. Such changes include, but are not limited to, changes in design, materials, manufacturing processes, manufacturing location as well as changes of sub-suppliers.

6.8 Supplier shall ensure that its sub-suppliers comply with the relevant terms and conditions of the Purchase Agreement, as applicable. Supplier is fully responsible for any actions or omissions of or relating to its sub-suppliers.

6.9 Supplier may not engage subcontractors to perform its obligations under a Purchase Agreement, in whole or in part, without Evolabel's prior written consent. Supplier shall ensure that all Evolabel-approved subcontractors comply fully with the Purchase Agreement and shall be responsible for such subcontractors' acts and omissions in relation to Evolabel.

7. PROTOTYPES

7.1 The Parties may agree that Supplier shall develop, manufacture and sell prototypes to Evolabel, based on separately agreed project terms and conditions. Evolabel shall issue a Purchase Order covering such agreed prototypes in accordance with Clause 4.3.

7.2 Unless otherwise expressly agreed in a separate project agreement, the terms and conditions for purchase of Components shall apply in applicable parts also for Evolabel's purchase of prototypes. This includes, without limitation, Supplier's General Obligations (Clause 3), Delivery terms (Clause 4.4), Late delivery (Clause 4.5) and Price and payment terms (Clause 5), as well as the terms and conditions regarding Intellectual Property Rights (Clause 13), Confidentiality (Clause 14), Third-Party Claims (Clause 16), Liability (Clause 17), Term & Termination (Clause 23), Consequences of termination (Clause 24) and Governing Law and Dispute Resolution (Clause 26).

8. TOOLING

8.1 The Parties may agree that Supplier shall develop and manufacture Tooling or purchase Tooling from a third party on behalf of Evolabel, which shall be paid by and solely owned by Evolabel. Ownership to Tooling is transferred to Evolabel upon payment. The terms and conditions for Evolabel's purchase of Tooling shall be separately agreed between the Parties. Evolabel shall issue a Purchase Order in accordance with Clause 4.3 for the purchase of such agreed Tooling.

8.2 Supplier must not, without Evolabel's prior written approval, use Evolabel owned Tooling for other purpose than the manufacturing and sale of prototypes and/or Components to Evolabel. Supplier is responsible for ensuring that Evolabel owned Tooling is clearly identifiable and adequately labelled as Evolabel property and covered by Supplier's insurance. Supplier

waives any lien, retention right or similar security interest in Evolabel owned Tooling.

8.3 Upon the end of production of Components, or as otherwise requested by Evolabel, Evolabel owned Tooling shall upon Evolabel's request and expense either be returned to Evolabel or scrapped.

8.4 Unless otherwise expressly agreed in the separate terms and conditions, the terms and conditions for purchase of Components shall apply in applicable parts also for Evolabel's purchase of Tooling hereunder. This includes, without limitation, Supplier's General Obligations (Clause 3), Delivery terms (Clause 4.4), Late delivery (Clause 4.5), Receipt of Components (Clause 4.6), Payment terms (Clause 5.3) as well as the terms and conditions regarding Intellectual Property Rights (Clause 13), Confidentiality (Clause 14), Third-Party Claims (Clause 16), Liability (Clause 17), Term & Termination (Clause 23), Consequences of termination (Clause 24) and Governing Law and Dispute Resolution (Clause 26).

9. TECHNICAL SERVICES

9.1 The Parties may agree that Supplier shall provide Technical Services to Evolabel. The terms and conditions for Evolabel's purchase of Technical Services shall be separately agreed between the Parties. Evolabel shall issue a Purchase Order in accordance with Clause 4.3 for the purchase of such agreed Technical Services. For the avoidance of doubt, and notwithstanding the definitions of "Components" and "Tooling" set out in Clause 2, Evolabel may, in its sole discretion, decide to engage a third party, for the development, manufacturing and/or supply of components, prototypes and/or tooling which the Technical Services relate to.

9.2 Supplier warrants that the Technical Services and the Deliverables (a) are performed and created with the degree of skill, care, diligence and professional competence as reasonably expected from an experienced provider of similar services; (b) conform to any requirements, specifications and/or standards agreed between the Parties and/or as set out in the applicable Purchase Order(s); (c) are accurate, complete and free from errors and inconsistencies; (d) are suitable and sufficient for the purpose communicated by Evolabel to Supplier. To the extent the Technical Services and Deliverables are intended for use in connection with serial production of components and/or the Products, Supplier further warrants that the Technical Services and the Deliverables; (i) are suitable for use by Evolabel and its suppliers for serial production of relevant components and the Products; (ii) do not contain any defect in design, engineering, calculations, documentation or other errors that may adversely affect the manufacture, quality, functionality, safety, reliability or regulatory compliance of the components and/or Products. Supplier further warrants that components manufactured in accordance with the Deliverables will comply with the agreed technical specifications, provided that such components are manufactured in accordance with the Deliverables and generally accepted manufacturing practices. The aforementioned warranties shall apply irrespective of whether the Deliverables have been reviewed, commented on, approved or accepted by Evolabel.

9.3 If Technical Services and/or Deliverables fail to comply with the warranties set out above, Supplier shall, at its own cost and without undue delay, correct, revise, replace or re-perform the affected Technical Services and/or Deliverables. Such remedy shall be without prejudice to any other rights or remedies available to Evolabel under the Purchase Agreement.

9.4 Unless otherwise expressly agreed in writing, any Deliverable generated in connection with the Technical Services, irrespective of such has been generated by Supplier or a third party on behalf of Supplier, is the property of Evolabel and may only be used by Supplier for the purpose of fulfilling its obligations under the Purchase Agreement. The ownership of, and right to use, IPR related to the Technical Services is governed by Clause 13.

9.5 Unless otherwise expressly agreed in a separate agreement, the terms and conditions for purchase of Components shall apply in applicable parts also for Supplier's provision of Technical Services hereunder. This includes, without limitation, Supplier's General Obligations (Clause 3), Delivery terms (Clause 4.4), Late delivery (Clause 4.5), Receipt of Components (Clause 4.6), Price and payment terms (Clause 5), as well as the terms and conditions regarding Intellectual Property Rights (Clause 13), Confidentiality (Clause 14), Third-Party Claims (Clause 16), Liability (Clause 17), Term & Termination (Clause 23), Consequences of termination (Clause 24) and Governing Law and Dispute Resolution (Clause 26).

10. WARRANTY & DEFECTIVE COMPONENTS

10.1 **Warranty**. Supplier warrants that the Components (a) comply with the Purchase Agreement including without limitation the Specifications, applicable laws, regulations and standards, (b) are free from defects in title, workmanship, materials and design (to the extent Supplier, its sub-suppliers, subcontractors or other third parties acting on behalf of Supplier are responsible for the design), and (c) are fit for their intended purpose. The warranty period is twenty-four (24) months from delivery to Evolabel.

10.2 **Defective Components**. To the extent the Components do not meet the requirements set out in Clause 10.1, Supplier shall immediately, upon Evolabel's notification and without any cost for Evolabel, repair defective Components, or, if requested by Evolabel, deliver substitute non-defective Components. In the event of such circumstances giving rise to extended warranty under Clause 10.3, Evolabel shall have the right to request that all impacted, or potentially impacted Components, shall be replaced with non-defective Components. If Supplier is not repairing or delivering substitute non-defective Components within a reasonable time, as requested by Evolabel, Evolabel may at its discretion, choose to (a) repair defective Components itself or have repair carried out by a third party or (b) purchase replacement components from a third party. All costs and expenses incurred in connection with any repair or replacement purchase, shall be borne by Supplier. If Supplier fails to repair, replace or otherwise remedy defective Components within the time period agreed between the Parties, or within a reasonable time if no such period has been agreed, Evolabel shall have the right to terminate the relevant Purchase Orders(s) with immediate effect, without incurring any liability.

10.3 **Extended warranty**. In the event of (a) a Serial Defect, or (b) the Components do not comply with applicable safety requirements, or have caused, or may pose, a risk of personal injury and/or property damage or (c) Evolabel is required to recall Products under applicable law due to defective Components, Supplier agrees that the warranty period set out in Clause 10.1 shall not apply to the relevant Components. Accordingly, Evolabel shall be entitled to exercise the agreed warranty remedies in respect of such Components irrespective of when the Components were delivered. A new warranty period of twenty-four (24) months shall apply to all impacted, or potentially impacted Components, starting from the later of (i) the date on which the corrective measure is fully implemented, and (ii) the date of replacement or repair of each impacted Component.

10.4 **Root cause analysis**. In the event of Evolabel detecting defects in the Products, Supplier shall assist Evolabel, as may be reasonably requested, in Evolabel's root cause analysis. In the event Evolabel's root cause analysis identifies that the Components, in whole or in part, cause defects in the Products, Supplier shall, at its own cost and without undue delay, carry out a separate root cause analysis to determine the cause of the defective Components. Supplier shall keep Evolabel informed about the progress of the root cause analysis and notify Evolabel of the outcome of the root cause analysis in writing. Based on the root cause analysis, Supplier shall provide Evolabel with a corrective action plan for Evolabel's approval. The corrective action plan shall include, at a minimum, Supplier's plan for the repair or replacement of all impacted Components, including Components not yet reported as defective, as well as a plan for the implementation of preventive measures to avoid recurrence of the event causing the defect.

10.5 **Compensation**. In addition to Supplier's obligation to take rectifying actions in accordance with Clause 10.2 above, Supplier shall compensate Evolabel for any loss or damage caused by defective Components, including damage to other property. This includes, without limitation, all costs relating to any kind of recall, field action, repair campaign or safety notice caused by defective Components. For the avoidance of doubt, the limitation of liability set out in Clause 17.1. shall not apply to Supplier's obligation to compensate Evolabel under this Clause 10.5.

11. WEAR-AND-TEAR PARTS AND SPARE PARTS

11.1 Supplier agrees to supply Components, or part of Components, which are wear-and-tear parts and spare parts (i.e. interchangeable parts used for repair or refurbishment of defective Products) for a period of 7 years after expiration or termination of the Purchase Agreement.

12. INSURANCE

12.1 Supplier shall, at its own expense, enter into and maintain during the term of the Purchase Agreement an adequate insurance policy with financially sound and reputable insurers, including but not limited to general liability coverage.

12.2 Upon Evolabel's request Supplier shall provide a copy of its insurance policy. Supplier shall provide Evolabel with sixty (60) days' advance notice in the event of a cancellation or material change in its insurance policy.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 Each Party shall retain the ownership of all IPR owned or controlled by it prior to the entry into the Purchase Agreement and/or developed by it independently of the Purchase Agreement and the collaboration with the other Party. Except as expressly set out in the Purchase Agreement, neither Party shall acquire any right, title or interest in or to the other Party's IPR.

13.2 Any IPR generated from design or development work related to the Components (including any improvements, modifications or derivatives thereof), prototypes and/or Tooling carried out by Supplier on behalf of Evolabel, and for which Supplier has been compensated, shall be solely owned by Evolabel upon creation. The Parties may enter into a separate development agreement governing the terms and conditions for such design or development work.

13.3 To the extent Clause 13.2 does not apply, if a Party (the "Providing Party") voluntarily provides the other Party (the "Receiving Party") suggestions, comments or other feedback on the Receiving Party's products, technology, or services (collectively referred to as "Feedback"), such Feedback, including any related IPR, shall be solely owned by the Receiving Party upon the creation and without any compensation to be paid by the Receiving Party to the Providing Party. For clarity, the Receiving Party's rights to the Feedback are unrestricted, and include without limitation the right to transfer, license as well as to make modifications without the Providing Party's approval. The Providing Party may use the Feedback, and the Receiving Party hereby grants the Providing Party an irrevocable, non-exclusive, sub-licensable, perpetual, royalty-free license to use such Feedback, for any purpose without obligation of any kind.

13.4 Except from Evolabel owned IPR related to Feedback provided by Supplier in accordance with Clause 13.3 above, Supplier shall only use Evolabel's IPR to the extent strictly necessary for the performance of fulfilling its obligations under the Purchase Agreement.

13.5 To the extent that any IPR owned or controlled by Supplier or its licensors are embodied in, or are necessary for the use, integration, manufacture, sale, offer for sale, import, export, distribution, marketing, servicing, repair or other exploitation of the Components and/or their incorporation into the Products ("Supplier IPR"), Supplier hereby grants to Evolabel and its Affiliates a non-exclusive, royalty-free, fully paid-up, worldwide, perpetual, irrevocable, transferable and sub-licensable license to use such Supplier IPR for the following purposes. The license granted under this Clause 13.5 includes, without limitation, the right for Evolabel to (i) integrate the Components into its Products, (ii) use, reproduce, modify (to the extent necessary for integration), market, distribute and sell such Products, (iii) appoint and authorize third parties (including contract manufacturers, distributors, resellers and service providers) to exercise the licensed rights on Evolabel's behalf, and (iv) service, repair and support the Products. The license granted hereunder shall survive the termination or expiration of the Purchase Agreement to the extent necessary to enable Evolabel and its customers to continue to use, sell, service and support Products incorporating the Components.

13.6 In the event any third-party claim or allegation is addressed towards Supplier alleging that the Components infringe third party IPR, Supplier shall immediately notify Evolabel hereof in writing. Evolabel shall, upon written notice to Supplier, have the right (but no obligation) to defend any such claim. Supplier has no right to accept any third-party claim, or otherwise enter into any kind of binding commitment, on behalf of Evolabel with respect to third party IPR infringement claim.

13.7 The following shall apply to Supplier IPR (as defined in Clause 13.5) and/or to the extent Supplier has carried out design or development work related to the Components (including any improvements, modifications or derivatives thereof) on behalf of Evolabel in accordance with Clause 13.2 or otherwise provided Evolabel with Feedback in accordance with Clause 13.3 (below jointly referred to as "Supplier Design Work").

(a) Supplier is responsible for ensuring that the Components, their use and their incorporation in Products, with respect to Supplier Design Work, do not infringe the IPR of any third party, when incorporated in Products and used for their intended purpose in accordance with the terms and conditions in the Purchase Agreement.

(b) In the event any third-party claim or allegation is addressed towards Evolabel alleging that the Components infringe third party IPR, Evolabel shall without undue delay notify Supplier hereof in writing to the extent Evolabel reasonably assesses that the claim is related to Supplier Design Work. Evolabel may, at its sole discretion, decide to defend the claim, whereupon Supplier shall assist Evolabel in the defense as requested by Evolabel. If requested by Evolabel, Supplier shall defend any such claim at its own expense.

(c) Supplier shall compensate Evolabel for any and all costs and expenses relating to the defense of a third-party claim, to the extent related to Supplier Design Work.

(d) Supplier's obligation to indemnify and hold Evolabel harmless against claims from third parties alleging that the Products infringe any IPR of a third party is governed by Clause 16 and Clause 17. The said shall however not apply to the extent the alleged infringement is a direct result of design or development work solely carried out by Evolabel.

(e) Upon Evolabel's request, Supplier shall, without any cost for Evolabel, either replace the alleged infringing Component(s) in accordance with the above, with another equivalent (non-infringing) Component(s), modify the alleged infringing Component(s) or obtain necessary third-party consents for continued integration and use of the Component(s). If Supplier, within a reasonable time period, fails to provide an acceptable solution that adequately mitigates the risk or impact of the third-party claim on Evolabel's business, Evolabel shall have the right, upon prior written notice to Supplier and at Supplier's expense, to accept or enter into a settlement, license agreement or other arrangement with the third party on Supplier's behalf.

13.8 A Party's use of the other Party's name or trademark is subject to the other Party's prior written approval.

13.9 Unless required for Supplier to fulfil its obligations to provide wear-and-tear and spare parts under Clause 11.1, Supplier's rights under this Clause 13 cease immediately and Supplier shall immediately discontinue all use of any trademark or other IPR, upon the expiration or termination of the Purchase Agreement.

14. CONFIDENTIALITY

14.1 Confidential Information received from the other Party shall only be used to the extent necessary for the purpose of the Purchase Agreement. The receiving Party agrees not to reverse engineer any products, technology or tangible objects that utilize such Confidential Information. The receiving Party shall keep the disclosing Party's Confidential Information, as well as the contents of the Purchase Agreement, confidential and agrees not to disclose it to any third Party unless explicitly permitted in this Clause 14.

14.2 Notwithstanding Clause 14.1, the receiving Party may disclose the other Party's Confidential Information on a need to know basis to (a) its employees and consultants, (b) its Affiliates' employees and consultants and to (c) other third parties (e.g. suppliers and other sub-contractors), although any such disclosure is only permitted to the extent it is necessary for the purpose of the Purchase Agreement and subject to that any such recipient has signed a confidentiality undertaking with restrictions as least as stringent as those set

out in this Clause 14. A Party is fully responsible for any breach of this confidentiality undertaking by such third parties in relation to the disclosing Party.

14.3 The Parties shall, at all times, protect Confidential Information received from the other Party with at least the same degree of care as it uses to protect its own confidential information (which shall be no less than reasonable care). Additionally, the receiving Party shall take necessary measures to comply with any and all security and other confidentiality instructions of the disclosing Party.

14.4 The confidentiality undertaking in this Clause 14 does not apply to the following information, which the receiving Party can demonstrate through files and records maintained in the ordinary course of business prior to the time of disclosure:

(a) at the time of disclosure, was generally available or known to the public, other than through some improper action or inaction, or by breach of the receiving Party's obligations under this confidentiality undertaking;

(b) was known by or disclosed to the receiving Party prior to the date of the Purchase Agreement (except from such information disclosed by the disclosing Party in connection with the negotiation of a Purchase Agreement);

(c) was independently developed by the receiving Party prior to disclosure hereunder, or if subsequent to disclosure hereunder, without making use of or reference to the disclosing Party's Confidential Information;

(d) was disclosed to the receiving Party by a third party not under obligation to keep such information confidential;

(e) must be disclosed according to mandatory law or court order, in which case the Party required to disclose Confidential Information shall, to the extent permitted by mandatory law and applicable court order, without delay inform the disclosing Party hereof for the disclosing party to take protective measures accordingly; or

(f) is necessary for the receiving Party to exercise its rights under the Purchase Agreement, as long as the disclosing Party has an opportunity to oppose such disclosure and the receiving Party uses diligent efforts to limit the disclosure and obtain confidential treatment of a protective order with respect thereto.

14.5 All Confidential Information disclosed hereunder, unless otherwise expressly agreed in writing between the Parties, shall remain the property of the disclosing Party.

14.6 Upon the request of the disclosing Party, the receiving Party shall immediately return or permanently destroy all Confidential Information (including any copies thereof) received under the Purchase Agreement, unless the receiving Party is required to retain by law or information retained as part of the receiving Party's routine back up procedures. Any such retained Confidential Information shall no longer be used by the receiving Party and it shall continue to be kept confidential in accordance with this Clause 14. The receiving Party may be requested by the disclosing Party to confirm in writing that it has complied with its obligations hereunder. The return or destruction of Confidential Information shall not release the receiving Party from its obligations to keep information confidential in accordance with the Purchase Agreement.

14.7 The Parties acknowledge that a breach or threatened breach of the confidentiality undertakings may cause irreparable harm to the disclosing Party, and that such harm may be difficult or impossible to ascertain. In view of this, the Parties agree that a Party may seek injunctive or other equitable relief, in addition to any other available legal remedies.

14.8 The terms and conditions under this Clause 14 with respect to Confidential Information shared under a Purchase Agreement, shall survive the expiration or termination of a Purchase Agreement for 10 years from the expiration or termination or the longer period that may apply to a Party's trade secrets in accordance with applicable law or until Confidential Information becomes publicly available through no fault of the receiving Party.

15. RECORD KEEPING & AUDIT

15.1 Supplier shall maintain records for at least seven (7) years from the supply of Components demonstrating its compliance with its obligations under the Purchase Agreement.

15.2 Evolabel shall have the right by itself, or by engaging an independent auditor, to audit Supplier's, its sub-suppliers and, where applicable, any approved subcontractors' operations with respect to Supplier's compliance with its obligations under the Purchase Agreement. Audits may be conducted on site and/or through review of necessary documentation. Evolabel shall notify Supplier at least two (2) weeks in advance of a planned visit. Supplier shall provide access to the relevant site(s) and/or access to requested information promptly and no later than two (2) weeks from Evolabel's written request. Supplier undertakes to promptly implement corrective actions as identified by Evolabel. In the event of suspected breach of the Purchase Agreement, Evolabel may carry out audit with shorter notice than what stipulated in this Clause 15.2.

16. THIRD-PARTY CLAIMS

16.1 Supplier shall indemnify, defend, and hold harmless Evolabel and its parent, officers, directors, managers, partners, members, shareholders, employees, agents, Affiliates, successors, and permitted assigns (collectively, "Evolabel Indemnified Party") from and against any Third-Party Claims. Third-Party Claims refer to any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees, the costs of enforcing any right to indemnification under the Purchase Agreement, and the cost of pursuing any insurance providers, incurred by Evolabel Indemnified Party arising out of or relating to any claim of a third party relating to or alleging; (a) a breach or non-fulfillment of any representation, warranty, or covenant under the Purchase Agreement by Supplier; (b) any bodily injury, death, or damage to real or tangible personal property caused by defective Components or otherwise by the willful or negligent acts or omissions of Supplier; (c) any failure by Supplier to comply with any applicable laws; or (d) any negligent or more culpable act or omission of Supplier (including any recklessness or willful misconduct) in connection with the performance of its obligations under the Purchase Agreement.

17. LIABILITY

17.1 In addition to any of Supplier's obligations to compensate Evolabel according to the Purchase Agreement, a Party (the "Defaulting Party") shall compensate the other Party for any loss or damage arising out of or relating to the Defaulting Party's breach of the Purchase Agreement. Notwithstanding the aforementioned, neither Party shall be liable to the other Party for any indirect or consequential damage, including but not limited to, loss of profit, loss of goodwill or loss of anticipated savings. For the avoidance of doubt, in the event of Supplier's breach of the Purchase Agreement, Evolabel's costs or losses related to disturbance or stop in production, containment actions or emergency measures implemented to mitigate the effects of Supplier's breach, as well as any compensation paid by Evolabel to its customers, shall constitute direct loss hereunder.

17.2 The limitation of liability set out in Clause 17.1 shall not apply in the event of:

(a) Breach of confidentiality undertakings;

(b) Misuse of the other Party's intellectual property rights; and/or

(c) Third-Party Claims (as defined in Clause 16.1).

17.3 Additionally, the limitations and exclusions set forth in this Clause 17 shall not apply to (a) the grossly negligent acts or omissions or willful misconduct of either Party in performing its obligations under the Purchase Agreement and/or to (b) the extent any mandatory applicable law precludes or prohibits any exclusion or limitation of liability.

18. DATA PROTECTION AND INFORMATION SECURITY

18.1 Each Party is responsible for its own processing of personal data (as the controller) under the Purchase Agreement in accordance with applicable data protection laws and regulations, including, without limitation, the General Data Protection Regulation (EU) 2016/679 ("GDPR"). To the extent a Party processes personal data on behalf of the other Party (as the processor), the Parties shall enter into a separate data processing agreement in accordance with GDPR.

18.2 Supplier shall implement and maintain appropriate technical and organizational security measures to protect information, systems, and Components supplied under the Purchase Agreement. Such measures shall be proportionate to the

identified risks and shall meet the requirements set out in applicable law, including, but not limited to, Directive (EU) 2022/2555 of the European Parliament and of the Council on measures for a high common level of cybersecurity across the Union (NIS2 Directive).

18.3 **Security Incident Notification**. Supplier shall notify Evolabel in writing without undue delay, and in any event within twenty-four (24) hours after becoming aware of an actual or reasonably suspected information security incident that affects, or is reasonably likely to affect, Evolabel's Confidential Information, Components, systems or continuity of supply under a Purchase Agreement. Supplier shall provide Evolabel with relevant information in a timely manner and cooperate with Evolabel in investigating, mitigating and resolving any incident.

19. COMPLIANCE WITH LAWS

19.1 Supplier shall, in the performance of its obligations under the Purchase Agreement, at all times comply with applicable laws and regulations and with Evolabel's Code of Conduct (available at Evolabel's website). Supplier shall impose equivalent obligations on its sub-suppliers and subcontractors.

19.2 **Anti-bribery**. Supplier represents and warrants to Evolabel that:

(a) Supplier and its Representatives are in compliance with the Anti-Bribery Laws.

(b) Neither Supplier nor any of its Representatives has, directly or indirectly, offered, paid, promised, or authorized the giving of money or anything of value to any: (i) Government Official; (ii) person or entity; or (iii) other person or entity while knowing or having reason to believe that some portion or all of the payment or thing of value will be offered, given, or promised, directly or indirectly, to a Government Official or another person or entity; for the purpose of: (iv) influencing any act or decision of such Government Official or such person or entity in their official capacity, including a decision to do or omit to do any act in violation of their lawful duties or proper performance of functions; or (v) inducing such Government Official or such person or entity to use their influence or position with any Government Entity or other person or entity to influence any act or decision; in order to obtain or retain business for, direct business to, or secure an improper advantage for Supplier or Evolabel.

(c) Neither Supplier nor any of its Representatives is or has been the subject of any investigation, inquiry, or enforcement proceeding by any court, governmental, administrative, or regulatory body, or customer regarding any violation or alleged violation of any Anti-Bribery Law.

19.3 **Sanctions**. Supplier agrees and undertakes that, to the best of its knowledge;

(a) neither Supplier itself, nor any of the following persons or entities is, has been or will be subject to Sanctions: (i) any person or entity that owns more than 50 % of Supplier or otherwise controls it, (ii) any entity that is owned by Supplier with more than 50 % or otherwise is controlled by it, (iii) any of its respective officers, directors or employees; and

(b) Supplier and its Representatives will comply with the requirements of all applicable Sanctions when performing its respective duties under the Purchase Agreement.

Supplier shall not supply Components to Evolabel in violations of any Sanctions.

19.4 **Export control**. Supplier shall comply with all applicable export control laws and regulations adopted by the European Union, the United States or any other country or national authority. Supplier represents and warrants that Components, prototypes and/or Tooling supplied to Evolabel are not subject to any such export control laws or regulations. In the event of changed legislation or other circumstances causing Components, Tooling and/or prototypes supplied hereunder being subject to export controls laws and regulations, Supplier shall immediately notify Evolabel hereof in writing. Supplier shall be solely responsible for obtaining any required export licenses or other authorizations relating to the supply of Components, Tooling and/or prototypes unless otherwise is expressly agreed in writing.

19.5 **Human rights**. Supplier represents and warrants that it does not engage in forced labor, child labor or other unlawful employment practices and complies with all applicable labor and human rights laws.

19.6 Evolabel has the right to reject any purchase of Components, prototypes and/or Tooling if Evolabel has reason to believe Supplier or any of its Representatives to be in violation of any applicable laws and regulations.

19.7 Supplier's breach of Clause 19.1-19.5 shall be deemed a material breach of the Purchase Agreement entitling Evolabel early termination in accordance with Clause 23.1 (b). Supplier shall compensate Evolabel for any loss or damage suffered as a consequence of Supplier's breach hereunder. For the avoidance of doubt, the limitation of liability set out in Clause 17 shall not apply to Supplier's obligation to compensate Evolabel under this Clause 19.7.

20. PRODUCT COMPLIANCE & CUSTOMS DOCUMENTATION

20.1 Supplier shall ensure that the Components as well as the manufacturing, packaging, storage, transport and the supply of Components, comply with any and all applicable laws and regulations. This includes, without limitation, EU harmonization legislation requiring CE marking (such as Regulation (EU) 2024/2847 of the European Parliament and of the Council on horizontal cybersecurity requirements for products with digital elements, Cyber Resilience Act, CRA), as well as any environmental and safety related legislation, regulation or requirement. Supplier shall provide Evolabel, free of charge, with all information, declarations, certificates and supporting documentation as may be needed for Evolabel to demonstrate compliance with applicable laws and regulations or otherwise as reasonably requested by Evolabel.

20.2 Supplier shall provide information about (a) country of origin and US content (b) harmonized system (HS) codes (c) ECCN/ECN codes and (d) any other information as reasonably requested by Evolabel for the purpose of customs clearance and trade purposes.

20.3 All information and documentation required under this Clause 20 shall be valid, accurate and complete and provided by Supplier to Evolabel prior to the first delivery of Components and otherwise promptly, but no later than within 5 business days, from Evolabel's request. Supplier shall notify Evolabel in writing about any changes impacting the information provided by Supplier hereunder or other circumstance impacting Supplier's obligations under this Clause 20. Such written notification shall be sent without undue delay, although no later than 10 business days from Supplier becoming aware of such change or circumstance.

20.4 Supplier's breach of any of its undertakings in this Clause 20, shall be deemed a material breach of the Purchase Agreement entitling Evolabel early termination in accordance with Clause 23.1 (b). Supplier shall compensate Evolabel for any loss or damage suffered as a consequence of Supplier's breach hereunder. For the avoidance of doubt, the limitation of liability set out in Clause 17 shall not apply to Supplier's obligation to compensate Evolabel under this Clause 20.4.

21. FORCE MAJEURE

21.1 Neither Party shall be responsible to the other Party for any failure or delay in performing any of its obligations under the Purchase Agreement or for other non-performance hereof provided such delay or non-performance is caused by pandemic, natural disaster, fire, riots, acts of war, terrorism, acts or ordinance of any governmental or local authority or by any other cause beyond the reasonable control of the non-performing Party ("Force Majeure Event"). Shortages of labor, materials, or sub-components shall not constitute Force Majeure Event, unless such circumstance is directly caused by a qualified Force Majeure Event. Supplier's failure to maintain any agreed safety stock, inventory, or contingency planning shall not be excused by Force Majeure. For the avoidance of doubt, failure, delay or non-performance by Supplier's subcontractors, sub-suppliers or other third parties engaged by Supplier shall not constitute a Force Majeure Event, unless such failure or delay is itself caused by a qualifying Force Majeure Event affecting such subcontractor, sub-supplier or other third party engaged by Supplier. In any event, Supplier shall remain fully responsible for the performance of its subcontractors, sub-suppliers and other third parties engaged by Supplier and shall use all reasonable efforts to mitigate the effects of any such failure, including by securing alternative resources of supply without undue delay. Supplier shall maintain and periodically test appropriate business continuity and disaster recovery plans.

21.2 The Party affected by a Force Majeure Event (the "Impaired Party") shall (a) notify the other Party in writing without undue delay but no later than 7 calendar days from the occurrence of a Force Majeure Event, providing reasonable details of its nature and expected duration (b) use all reasonable efforts to mitigate the effects of the Force Majeure Event, and (c) continue to perform all obligations not affected by the Force Majeure Event. The Impaired Party shall promptly resume full performance as soon as the Force Majeure Event ceases and shall notify the other Party accordingly. If the Impaired Party cannot fulfill its obligations due to Force Majeure Event within 30 calendar days after it occurred, the other Party is entitled to terminate the Purchase Agreement with immediate effect. Such termination will not affect the obligations of the Parties that existed at the time of the termination which are not affected by the Force Majeure Event.

22. MISCELLANEOUS

22.1 Supplier's rights and/or obligations according to the Purchase Agreement may not, fully or partly, be transferred, assigned or pledged, whether directly or by operation of law (e.g. merger), to any third party without Evolabel's prior written approval. Supplier has no rights to legally represent or commit Evolabel in any way.

22.2 Evolabel is entitled to transfer its rights and obligations under a Purchase Agreement to a company within the same group of companies as Evolabel, or to a successor in interest of Evolabel's business operations, assuming the acquirer assumes all obligations under the Purchase Agreement, without the prior approval of Supplier.

22.3 The failure of any Party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of any right hereunder, nor shall it deprive that Party of the right thereafter to insist upon the strict adherence to that term or any other terms of the Purchase Agreement, unless explicitly made in writing.

22.4 If any term or provision of the Purchase is held to be illegal, in whole or in part, such term, provision or part shall to that extent be deemed not to form part of the Purchase Agreement but the enforceability of the remainder of the Purchase Agreement shall not be affected. In such an event, the Parties shall negotiate in good faith to replace such void provision with a valid provision which, as far as possible, has the same legal and commercial effect as that which it replaces.

23. TERMINATION

23.1 In addition to any other rights to terminate the Purchase Agreement set out herein, Evolabel is entitled to terminate the Purchase Agreement with immediate effect if:

(a) a proceeding in bankruptcy, insolvency or other law of the relief of debtors, including the appointment of any receiver or trustee or assignment for the benefit of creditors, should be instituted by or against Supplier; or

(b) Supplier Party commits a material breach of its obligations pursuant to the Purchase Agreement that, if possible to remedy, is not remedied within thirty (30) days of notification of such breach by Evolabel.

23.2 Evolabel's notice of immediate termination, must be given without undue delay, and in any case, not later than 30 days from when Evolabel became aware of the circumstance giving rise to such notice.

24. CONSEQUENCES OF TERMINATION

24.1 Termination of a Purchase Agreement will be without prejudice to any rights and obligations of either Party against the other, which may have accrued up to the date of such termination. Unless otherwise requested by Evolabel, Supplier shall complete and deliver under all Purchase Orders issued by Evolabel prior to termination of the Purchase Agreement. Supplier shall, upon Evolabel's request, and at Supplier's expense, immediately return all Evolabel property (including documentation) together with all other documentation related to the Components, prototypes and/or Tooling, as reasonably requested by Evolabel. Supplier shall provide required technical assistance to facilitate a transfer of production to an alternative supplier.

24.2 All obligations of each Party that have accrued before termination, or that are of a continuing nature, will survive any termination of the Purchase Agreement, which includes without limitation Clause 9 (Warranty & Defective Components), Clause 11 (Wear-and-tear parts and spare parts), Clause 13 (Intellectual Property Rights), Clause 14 (Confidentiality), Clause 15 (Record keeping & Audit), Clause 16 (Third-Party Claims), Clause 17 (Liability), Clause 18 (Data protection and information security), Clause 19 (Compliance with Laws), Clause 20 (Product Compliance & Customs documentation), Clause 24 (Consequences of Termination), Clause 25 (Notices) and Clause 26 (Governing Law and Dispute Resolution).

25. NOTICES

25.1 Any notices and other communication to be made under or in connection with the Purchase Agreement must be in writing in the English language, and must be sent by courier, registered or certified letter or e-mail and be addressed to the other Party as set forth in the inception of the Purchase Agreement or to such other addresses as a Party may notify the other Party in accordance with this Clause by not less than ten (10) days' notice.

25.2 A notice shall be effective upon receipt and shall be deemed to have been received:

(a) at the time of delivery, if delivered by hand;

(b) five (5) days from the time of posting, if sent by registered or certified letter, return or delivery receipt requested, postage prepaid; or

(c) if by way of electronic mail, at the time of transmission, if receipt is confirmed.

26. GOVERNING LAW & DISPUTE RESOLUTION

26.1 The Purchase Agreement shall be governed and construed in accordance with the substantive laws of Sweden but without giving effect to any conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Purchase Agreement.

26.2 Any dispute, controversy or claim arising out of or in connection with a Purchase Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the SCC Arbitration Institute (the "SCC"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The place of arbitration shall be Gothenburg, and the proceedings shall be conducted in the English language.

26.3 All information disclosed by a Party in connection with the arbitral proceedings, as well as any decision or award during the arbitral proceedings, shall be kept confidential in accordance with the Purchase Agreement. A Party's Confidential Information disclosed accordingly may only be used for the purpose of the arbitral proceedings and the enforcement of any decision or award, and any other use is subject to the Disclosing Party's prior written approval. Any disclosure of decisions and awards to third parties will have to be agreed by the Parties in writing.

26.4 The aforementioned shall not prevent a Party from seeking injunctive or other equitable relief before a court of competent jurisdiction.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