

GENERAL PURCHASING CONDITIONS for ASM Foods AB

1. General

- 1.1 These conditions shall apply to all deliveries of products to ASM Foods AB (“ASM”), in accordance with a separate written purchase order and/or purchase agreement.

2. Entering into Agreement

- 2.1 Orders are binding only if they are in writing and sent either by post or electronically and contain prices or in writing refers to a blanket order.
- 2.2 Each delivery of products shall contain a delivery note stating ASM's order number, date of order and ASM's product number, or other exact reference used by ASM when ordering the product.
- 2.3 All invoices and other communication shall contain ASM's specific order number and product number.
- 2.4 An order is binding for ASM only if a written order has been formulated by ASM and an order confirmation has been sent to ASM within 2 days from the date of the order.
- 2.5 By confirming or executing orders the supplier accepts these ASM general purchasing conditions.
- 2.6 Deviations from and/or amendments to what is written in the order must be agreed in writing to be binding on the parties.
- 2.7 Should the supplier apply terms of delivery these general purchasing conditions shall always have priority over such terms.

3. Conditions of delivery etc

- 3.1 The address of delivery for all deliveries is the address stated in the order.
- 3.2 If no other delivery clause is agreed upon, all deliveries are executed “DDP” (Incoterms 2010) to the address stated in the order.
- 3.3 If agreed in writing partial deliveries can be accepted by ASM.

4. Price and conditions of payment

- 4.1 Agreed prices are fixed and cannot be indexed.
- 4.2 Unless otherwise agreed upon in the order, the price stated in the order includes necessary packaging, labelling, insurance and/or other similar costs.

- 4.3 After receiving the delivery payment becomes due 30 days hereafter unless agreed otherwise in the order, see also Clause 7.4.
- 4.4 The supplier has no right to claim compensation for administrative costs, invoice fees or similar charges.

5. Deviation of quantity

- 5.1 ASM can refuse to receive a delivery if the delivered quantity deviates more than 5 % from the quantity stated in the order. ASM's right to refuse is based on ASM's control of incoming deliveries. The supplier shall always notify ASM of deviations of more than 5 %, as described above, and the delivery in question has to be accepted in writing before delivery by ASM in order for it to be binding on ASM.

6. Delay of delivery

- 6.1 If the supplier becomes aware of a delay or a possible delay the supplier shall notify ASM in writing stating the reason for the delay and/or possible delay.
- 6.2 If the delivery is delayed, and the delay is not caused by ASM or someone on ASM's side, the supplier shall pay a penalty of 2 % of the total price of the delayed part of the delivery as stated in the order for each commenced 7 day period of delay. The total penalty for the delay cannot exceed 10 % of the total price of the delivery as stated in the order.
- 6.3 In addition to the penalty stated in Clause 6.2 ASM also has a right to claim damages from the supplier corresponding to 300 % of the total price of the delayed delivery if the delay causes a standstill in or disruption of ASM's production which entails a costs for ASM or causes a claim of damages on ASM from a third party.
- 6.4 ASM has a right to terminate the order if the delay is substantial. A delay shall always be considered substantial if ASM is entitled to full compensation in accordance with what is stated in Clause 6.2 and/or the product or the service has not yet been delivered.
- 6.5 ASM's right to compensation in accordance with Clause 6.2 expires after 3 months of the actual time of delivery unless ASM within that period of time claims compensation from the supplier in writing.

7. Quality control, certificates etc.

- 7.1 ASM has a right to examine the product before and/or after delivery. Such examination shall take place no later than 6 months after the delivery or, when the product packaging does not allow for examination before the product is opened and about to be used in production, when the product packaging is opened. Should ASM discover that the quality of the product deviates from the agreed quality ASM shall notify the supplier hereof within one month of the examination.

- 7.2 If the product delivered by the supplier comes with a certificate, ASM has no obligation to examine the product as the certificate is to be regarded as a warranty, in accordance with what is stated in Clause 8.2.
- 7.3 The delivery and the products shall correlate with the quality standards set up by ASM and/or public authorities.
- 7.4 Permits from public authorities, certificates regarding the materials, certificate of analysis, authorizations, technical documentation, CE-certificates etc. are an integrated part of the delivery and shall be delivered at the same time as the delivery and in the language accepted by the receiving unit. No invoice is due until the certificates appurtenant to the delivered product has been presented and handed over to ASM.

8. Warranty and deficiency

- 8.1 The supplier warrants that the delivery complies with the quality norms set up by ASM and/or public authorities (national authorities or EU-authorities) and that it is in accordance with other agreed standards and that it is not faulty.
- 8.2 The supplier warrants that all products delivered are free from all defects and that they conform with what is stated in certificates and/or otherwise what has been agreed between the supplier and ASM.
- 8.3 The supplier's liability is limited to defects which appear within the delivered product's marking with regards to keeping qualities and/or it's warranty period as stated in a specification regarding the product provided by the supplier and accepted by ASM in writing. If no such marking or warranty period exists or if ASM has not accepted the given warranty period in writing the supplier's liability is limited to defects which appear within a period of 48 months from the date on which the product is received by ASM.
- 8.4 If faults or defects in the products appear within the periods stated in 8.3 ASM has a right to demand that the supplier rectifies the fault and/or carry out a new delivery paid for by the supplier, or ASM has a right to a reduction of the price. If the fault or defect is substantial ASM has a right to terminate the purchase agreement. A claim from ASM in accordance with this Clause 8.4 shall be communicated in writing to the supplier within 3 months after the fault or defect has been detected. If the supplier rectifies the fault or defect the remaining warranty period in accordance with Clause 8.3 continues plus a prolongation of the warranty period with an extra 6 months assignable to the rectified product.
- 8.5 In addition to what is stated in Clause 8.4 ASM also has a right to claim damages from the supplier corresponding to 300 % of the total price of the defective delivery and/or defective product if the defective delivery and/or product causes a standstill in or disruption of ASM's production which entails a costs for ASM or causes a claim of damages on ASM from a third party.

9. Product responsibility

9.1 If and to the extent ASM can be imposed to pay damages caused by the supplier's products and/or the delivery of the products to ASM, the supplier shall hold ASM harmless and pay ASM for all its losses arising as a consequence here from, and the supplier shall appear in the court or arbitration tribunal handling the claim towards ASM.

10. Material from ASM

10.1 Recipes, drawings, sketches, documents containing confidential information, models or special tools fully or partially paid for by ASM given to the supplier to be used when producing the delivered product is ASM's property and shall not be used by the supplier for any other purposes than producing products to ASM.

11. Disputes

11.1 These General purchasing conditions shall be construed in accordance with and be governed by the substantive laws of Sweden.

11.2 Any dispute, controversy or claim arising out of or in connection with these General conditions, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce ("**SCC Institute**"). The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, unless the SCC Institute, taking into account the complexity of the case, the amount in dispute and other circumstances, determines, in its discretion, that the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the SCC Institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators. The place of the arbitration shall be Stockholm, Sweden, and the language in the proceedings shall be English unless otherwise agreed between the disputing parties.

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