SANDVIK

Sandvik Mining
General Purchase Conditions 2024 (version 1) SWE

1. GENERAL

1.1 These General Purchase Conditions ("**Conditions**") shall apply to all Agreements (as defined in Clause 2.3 below) entered into by any company belonging to Sandvik group ("**Sandvik**"), Sandvik AB being the ultimate parent company of the Sandvik group of companies, and a seller ("**Supplier**") concerning supply and purchase of goods and/or services, Sandvik and Supplier each individually a "**Party**" and collectively the "**Parties**".

1.2 The Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, proposals and other representations and communications between the Parties. Any modification of or addition to these Conditions shall be valid only if expressly agreed in writing.

1.3 The applicability of general and/or special terms and conditions of Supplier is hereby expressly excluded. Any possible terms contained in Supplier's acknowledgement of Purchase Order (as defined in Clause 2.10 below) in deviation from these Conditions are only valid if Sandvik notifies Supplier in writing of its express approval of Supplier's terms.

2. DEFINITIONS

2.1 "**ABC-Laws**" means any applicable international, national, federal, state, municipal and local laws, orders, statutes, directives, decrees, treaties and regulations relating to antibribery and corruption legislation, including for the avoidance of doubt, the US Foreign Corrupt Practices Act, the UK Bribery Act 2010, the UN Convention Against Corruption, Inter-American Convention Against Corruption, Group of States Against Corruption (GRECO) and any applicable country legislation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and any other applicable legislation enacted to enforce or implement any international convention prohibiting bribery and/or corruption.

2.2 "**Affiliate**" means any entity which is controlled by a Party, which controls a Party hereto or which is under common control with a Party hereto. For purposes of this Agreement, "control" of an entity means the direct or indirect ownership of more than fifty per cent (50%) of the shares or interests entitled to vote for the directors of such entity or equivalent power over the management of such entity, for so long as such entitlement or power exists.

2.3 "**Agreement**" means (1) the written supply and purchase agreement including its appendices, if any, (2) the Purchase Order including its appendices, if any, (3) these Conditions and (4) Supplier's acknowledgement of Purchase Order. In case of any discrepancies between the main body of the written supply and purchase agreement and any of its appendices, the content of the main body of the Agreement shall prevail. In case of any discrepancies between any of the appendices of the written supply and purchase agreement, the appendix with the smallest number shall prevail. In case of any discrepancies between the Purchase Order, these Conditions and Supplier's acknowledgement of the Purchase Order, the order of priority shall be as numbered above, i.e. first priority is given to the Purchase Order, followed by these Conditions and lastly Supplier's acknowledgement of Purchase Order, unless otherwise agreed in writing.

2.4 "**Confidential Information**" means any information or data, in respect of a Party or its Affiliates or representatives or their respective operations, including but not limited to reports, brochures, technical documents, specifications, part-numbers, service manuals, drawings, information, interpretations, production methods and records containing or otherwise reflecting any information that is or may be proprietary and/or includes, but is not limited to, trade secrets, concepts, know-how, designs, patent applications, inventions, software, (cross)references, processes, business plans, financial information , that a Party discloses to the other Party or its Affiliates or representatives in writing, orally or in some other manner.

2.5 "**Documentation**" means (i) for Proprietary Goods: installation and assembly drawings and instructions; transport, handling and storage instructions; manuals and user guides; information for use of Goods, spare parts list with identification drawings; identification and tracking system of Goods (if applicable); appropriate EC Declaration of conformity or Declaration of incorporation of partly completed machinery; and (ii) for all Goods: the country of origin; information of hazardous Goods and substances (if any); documentation containing required customs or export information; safety labels for the Goods (if applicable) and all other documentation and information as specified in the Agreement and related to the Goods and the use, installation, support and maintenance thereof.

2.6 "**Goods**" means (i) tangible and intangible goods (including software, firmware and hardware), equipment, accessories, tools, structures, parts, machines, systems (including but not limited to any raw materials and components of any of the foregoing), designs, documentation, and (ii) services and/or consultancy to be purchased by Sandvik and designed, manufactured, tested, stored and/or delivered by the Supplier pursuant to the Agreement and the Purchase Order(s).

2.7 "**Intellectual Property**" means including but not limited to any and all patents, copyrights, trademarks, trade dress, knowhow, trade secrets, industrial design rights and all other intellectual property rights or intellectual property (whether registered or unregistered) anywhere in the world. Intellectual Property shall also include any improvements, enhancements and derivative works based on any pre-existing Intellectual Property.

2.8 "**Production Tools**" means all special tooling, patterns, molds, templates, special equipment, other hardware and/or software required for the manufacturing, delivery, installation and/or commissioning of the Goods including all related Intellectual Property rights.

2.9 "**Prohibited Countries**" means Afghanistan, Belarus, Crimea, Iran, North Korea, Syria, Russia, non-government-controlled areas of the Donetsk, Kherson, Luhansk and Zaporizhzhia oblasts of Ukraine or other Ukrainian territories claimed to be annexed by Russia or any country or region which: (a) is, or whose government is, or becomes, a target of comprehensive, country-wide or territory-wide Sanctions. Sandvik reserves the right to amend the list of Prohibited Countries by written notice to the Supplier.

2.10 "**Proprietary Goods**" means all Production Tools, drawings, production methods, prototypes or Documentation and Specifications supplied by a Party to

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the other Party for the manufacturing, delivery, installation and/or commissioning of the Goods under the Agreement and which contain Intellectual Property of a Party or to which a party has a right to license or otherwise provide them to the other Party.

2.11 "**Purchase Order**" means an order for the purchase of Goods with appendices, if any, issued by Sandvik.

2.12 **"Related Entities"** means in respect of any entity, any of its representatives, contractors, subcontractors, intermediaries, joint venture and consortium partners, officers and directors and Affiliates, provided that such entity and/or party (i) is receiving or performing services hereunder, or (ii) is in any other way (directly or indirectly) associated with this Agreement or linked to the Supplier.

2.13 **"Sanctions"** any laws, regulations, and orders enacted, administered, implemented, imposed, or enforced from time to time by any Sanctions Authority in relation to economic, financial, customs or trade sanctions or export controls, or similar restrictive measures, including Council Regulation (EU) No 833/2014, as amended.

2.14 **"Sanctions Authority"** means (a) the United Nations Security Council; (b) the United States of America; (c) the United Kingdom; (d) Canada; (e) Australia; (f) the European Union (and/or its individual member states); and (f) the respective governmental institutions and agencies of any of the foregoing, or any other jurisdiction that may be relevant to the performance of this Agreement, or rights and obligations pursuant to this Agreement (including jurisdictions relevant to any Related Entities or Affiliates and/or to the end use of the Goods, products or services), including the Office of Foreign Assets Control of the US Department of Treasury (OFAC), the US Department of State, the Bureau of Industry and Security of the US Department of Commerce, the Office of Financial Sanctions Implementation, part of His Majesty's Treasury (OFSI), the European Commission and the relevant national competent authorities (NCAs) within an EU member state.

2.15 **"Sanctions List**" means any list of Sanctions targets maintained by a Sanctions Authority including, without limitation: (a) the Consolidated United Nations Security Council Sanctions List; (b) any list maintained by OFAC or included in the International Trade Administration's "Consolidated Screening List", including the Specially Designated Nationals (SDN) and Blocked Persons List; (c) the Consolidated list of Financial Sanctions targets or list of persons subject to restrictive measures in view of Russia's actions destabilizing the situation in Ukraine, maintained by the UK Treasury; (d) the Consolidated List of Persons, Groups and Entities subject to EU Financial Sanctions; € any similar list maintained by, or public announcement of sanctions made by, any other Sanctions Authority.

2.16 **"Sanctioned Person"** means any person, individual, entity, vessel or aircraft: (a) specially designated, blocked, or otherwise individually listed or targeted by a Sanction or a Sanctions List; (b) that is resident or located in, operating from, or incorporated under the laws of a Prohibited Country; (c) that is, or is part of, the government of a Prohibited Country or any political subdivision, body, agency or instrumentality thereof; or (d) fully or partially owned (directly or indirectly), or fully or partially controlled by, or acting on behalf or at the direction of, or for the benefit of, any individual or entity on a Sanctions List (including but not limited to where the level of direct or indirect ownership amounts to 45% or more on aggregate).

2.17 "**Specifications**" means all instructions, references to standards, Documentation and other information which together specify the technical form and characteristics of the Goods, such as performance, operation, quality, health, safety, traceability and other requirements, any inspection and test procedures and/or any other requirements of the Goods, as specified in the Agreement.

2.18 "**Technical Data**" means all data relating to or derived from the technical operation of any Goods delivered, including without limitation, all information gathered from sensors, instruments, monitors, or other industrial control or devices or control systems at least partly located or used at Sandvik's end customer's site or on the Goods.

3. CONCLUSION OF THE AGREEMENT

3.1 An Agreement is concluded between the Parties when both Parties have duly signed the Agreement or when Sandvik has issued a Purchase Order to Supplier and Supplier has confirmed such Purchase Order. Supplier shall submit a written order confirmation to Sandvik within three (3) business days from the receipt of the Purchase Order. Failure to submit such confirmation within the time stated above shall be deemed as an acceptance of the Purchase Order.

3.2 Sandvik may from time-to-time issue forecasts of its anticipated future requirements for the Goods. Unless otherwise agreed in writing between the Parties, such forecasts are non-binding on Sandvik.

In case the Agreement is a frame agreement, Supplier shall not be entitled to reject Purchase Orders, which are based on the frame agreement between the Parties, provided that: (a) they are pursuant to the terms and conditions of the frame agreement, (b) they contain the prices applicable pursuant to the frame agreement during the relevant price period as set out in the frame agreement, and (c) the delivery dates of the ordered quantities are reasonably allocated over time.

4. DELIVERY TERMS

4.1 Supplier shall make the Goods available to Sandvik on the delivery terms specified in the Agreement. Unless otherwise agreed in writing, the delivery term shall be FCA (Incoterms 2020) at the place of manufacture of the Goods.

4.2 In respect of each delivery, unless otherwise agreed in writing, Supplier shall provide the Documentation to Sandvik. The Documentation shall be delivered in electronic format in the English language unless a physical copy is separately requested by Sandvik. Documentation is considered as an integral part of the Goods and the delivery of the Goods is therefore not duly completed until delivery of the Documentation is to Sandvik's satisfaction.

4.3 Supplier shall pack and mark the Goods as specified in the Agreement and at its expense. If the Agreement does not include packing instructions, Supplier shall use appropriate commercial packaging to prevent damage during transport.

4.4 Time is of the essence to Sandvik. The Supplier shall not make partial deliveries (with the exclusion of Spare Part

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deliveries) or deliver any earlier or any later than the agreed delivery date, unless otherwise agreed in writing.

4.5 Should any delivery be at risk of being delayed due to reasons attributable to Supplier, Supplier shall undertake all necessary measures at its expense in order to meet the agreed delivery date, including but not limited to organizing express or airfreight shipment. If Supplier anticipates that any delivery is in danger of being delayed, Supplier shall notify Sandvik without delay in writing, giving the reason for the delay and specifying a new delivery date. Supplier shall pay for any special delivery costs in case of changed delivery dates.

4.6 Sandvik shall be entitled to liquidated damages, without any need of further notice or judicial intervention, for delayed delivery of Goods or any part of it, or its related Documentation, at a rate of 2% of the purchase price of the delayed Goods calculated for each beginning week of delay. The liquidated damages shall not exceed 20% of the purchase price of the delayed Goods. Any claim for liquidated damages shall not limit Sandvik's right to claim damages or costs related to the late delivery.

4.7 Sandvik is not obliged to inspect the Goods upon delivery. Instead, Sandvik must be able to rely on the quality management system of Supplier which shall control the production process and shall assure that the Goods are in accordance with the Specifications and the Agreement.

5. SUPPLIER'S GENERAL OBLIGATIONS

5.1 Supplier shall perform its obligations in a professional, timely, efficient and careful manner according to highest market standards and in accordance with and in full compliance with the Agreement, all applicable laws and regulations and good industry practice.

5.2 Supplier shall verify before confirming the Purchase Order that Supplier has obtained all information necessary to determine that the Goods are fit for their intended purpose for which Sandvik is purchasing the Goods. Supplier is aware that the Goods will be used as a part of or in connection with mining and construction applications or equipment that may operate under extreme load, hard climatic conditions and/or twenty-four (24) hours a day.

5.3 Supplier shall with due diligence inspect the drawings and Specifications provided by Sandvik. Supplier shall without delay notify Sandvik of any defect, discrepancy and inconsistency discovered therein.

5.4 Supplier shall not make any changes to the Goods or Specifications or the production methods without Sandvik's prior written consent. Supplier shall be allowed to, upon notice to Sandvik and with no additional cost to Sandvik, make minor modifications to the Specifications, which do not affect the delivery dates, fit, performance, function or warranty of the Goods.

5.5 To the extent permitted by the applicable law, Supplier agrees that the Technical Data, if any, shall belong to Sandvik, and shall be transmitted to Sandvik for purposes including, but not limited to, developing its products, solutions and services. Sandvik shall own all works, products, reports and improvements based upon, derived from, or incorporating Technical Data to the extent permitted by the applicable law. Technical Data may be transferred (a) to the Sandvik's Affiliates and (b) to third parties who act for or on Sandvik's behalf for processing in accordance with the nonexclusive purpose(s) listed above or as may otherwise be lawfully processed. Sandvik's rights to use Technical Data shall survive the termination or expiration of the Agreement, any applicable warranty period and any other commercial contract between Supplier and Sandvik. For the avoidance of doubt, Technical Data shall be considered as Sandvik's Confidential Information.

5.6 Supplier warrants that the Goods, including its logic-bearing system components (e.g. hardware, firmware, and software hereafter referred to collectively as the "Critical Components") shall in no event contain any viruses, trojans, spyware or any other malware and it shall not manufacture, distribute or subject any of Sandvik's information systems to the same. The Goods shall be delivered with the latest authentic Supplier security patches. Supplier agrees to provide summary documentation of all known and reasonably suspected vulnerabilities for the Critical Components and agrees to deliver the relevant documentation with the recommended compensating mitigation workarounds for the Goods. Sandvik and Supplier shall agree on the maintenance and support of any Critical Components separately in writing.

5.7 Supplier represents and warrants that the Goods do not contain, do not interfere with, do not require, are not linked to and do not make use of any third-party software, including any open source software, unless agreed otherwise in accordance with this Clause 5.7. Supplier may include third-party software, including open source software, in the Goods, only upon prior written consent of Sandvik Supplier shall always comply with the license terms of any third-party software used as part of the Goods as well as the conditions of the use agreed by the Parties. Supplier is obliged to maintain a list of used third-party software and provide Sandvik with a comprehensive and up-to-date list of the same without undue delay, if such list is requested by Sandvik. For the avoidance of any doubt, inclusion of any third-party software in the Goods in accordance with this Clause 5.7 does not in any way limit or affect any of Supplier's liabilities under this Agreement or otherwise.

6. PRICES AND PAYMENT TERMS

6.1 The purchase prices included in the Agreement and/or the separate Purchase Order are fixed and are excluding value added tax (VAT) but shall include (i) any other taxes, duties, fees and other charges that need to be added to the prices for the Goods according to valid statutory provisions related to the country of origin/manufacture and/or country of delivery, and (ii) all packaging and packing costs. If the supplied Goods are subject to VAT, Sandvik will pay an additional amount on account of such VAT, provided that the VAT amount is invoiced at the same time and in the same manner as the payment for the supplied Goods and Sandvik is provided with a tax invoice or similar prescribed document as required by law.

6.2 Supplier shall not be entitled to increase prices unless otherwise agreed between the Parties.

6.3 Payment shall be made within 90 calendar days from the receipt of the invoice. Invoicing may not be made until the relevant Goods have been delivered and accepted by Sandvik. The invoice shall always state a Purchase Order number. Supplier shall comply with Sandvik's invoicing routines, as applicable and informed to Supplier by

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Sandvik from time to time. Supplier acknowledges and agrees that invoices that do not comply with the invoicing routines will be considered incomplete and not due for payment.

6.4 Payment for the Goods is subject to deduction or set-off of any undisputed claim related to the Agreement which Sandvik may have against Supplier.

6.5 Payment under an Agreement shall not be construed as an acceptance of the relevant Goods or as a waiver of any rights by Sandvik.

6.6 Supplier shall not assign its receivables based on invoices to Sandvik to any third party without prior written consent from Sandvik.

7. VARIATION AND CANCELLATION

7.1 Sandvik has the right to order variations in the Goods ordered without separate compensation to Supplier. Variations may include, but are not limited to, increases or decreases in the quantity, changes in Specifications and execution of the Goods or any part thereof, as well as changes in the delivery schedule. If such variation has a substantial effect for the costs of Supplier, a fair adjustment of the price may be made. If Sandvik has ordered variation of its Purchase Order, Supplier shall honor its obligations arising under the altered order within the delivery time originally provided, unless such variation reasonably requires that Supplier be allowed a later delivery date.

7.2 Sandvik may cancel the Agreement, partly or in its entirety, without reason at any time. Should Sandvik cancel the Agreement, partly or in its entirety, for convenience, Sandvik shall: (a) for Goods that are ready for delivery from Supplier, and which Supplier cannot reasonably reallocate to a third party, take delivery of such part of the Goods and pay the relevant parts of the agreed price set forth in the Agreement; (b) for Goods that are not ready for delivery from Supplier, and which Supplier cannot reasonably reallocate to a third party, pay Supplier's proven direct costs for such Goods (or the relevant part thereof) prior to the cancellation; or (c) for Goods that Supplier reasonably can and is allowed to reallocate to a third party, be entitled to such cancellation without paying any part of the price for such Goods or incurring any costs.

8. TESTS AND INSPECTIONS

8.1 Supplier shall conduct all necessary tests and inspections of the Goods prior to the delivery at its own expense to ensure that the Goods meet the Specifications. Supplier shall obtain all inspection or test certificates required by the laws and regulations of the country of manufacture and/or as specified in the Agreement.

8.2 Supplier shall keep written records of all tests and inspections referred to in Clause 8.1, stating the time, purpose, object, results, findings and the conductor of the test or inspection. Such records shall be available to Sandvik for at least 10 years after the delivery of the Goods.

8.3 Sandvik or its representative shall upon reasonable notice to Supplier be entitled to perform and conduct tests and inspections of the Goods and manufacturing procedure at Supplier's premises during normal working hours. Such tests or inspections shall not constitute acceptance of the Goods and shall be aimed to evaluate Supplier's compliance with the Agreement.

8.4 If the Goods do not meet the Specifications during such tests or inspections or if any defects exist, Supplier shall immediately correct such defects and shall pay Sandvik's expenses, if any, resulting from further tests and inspections.

8.5 Sandvik may perform tests or inspections on test samples. If Sandvik rejects a test sample Sandvik shall, at Supplier's request, return the test sample to Supplier and Supplier shall without delay deliver a new or corrected test sample to Sandvik at Supplier's cost. If such new or corrected sample fails to pass Sandvik's tests or inspections or fails to conform with the Agreement, Sandvik is entitled to cancel the Agreement without any liability on its part and return all test samples to Supplier at Supplier's cost.

8.6 Approved or rejected tests or inspections shall not relieve Supplier of its obligations under the Agreement.

8.7 No failure or inability of Sandvik to inspect or test any part of the Goods, including drawings, information and samples, as well as any approval, consent or rejection by Sandvik, shall release Supplier from its obligations and/or liability under the Agreement and/or law.

9. RISK OF LOSS AND TRANSFER OF TITLE

9.1 The risk of loss and title to the Goods shall pass from Supplier to Sandvik upon completed delivery and acceptance of the Goods in accordance with the agreed delivery term.

9.2 If Sandvik is unable to receive the Goods or any part thereof on the agreed delivery date, the risk of such Goods shall pass to Sandvik when such Goods have been stored by Supplier as agreed by Sandvik.

9.3 Supplier hereby waives all rights and powers it may have in relation to the right of retention of title, the right of recovery and the right to claim back goods.

10. PRODUCTION TOOLS

10.1 Supplier shall provide all Production Tools at its own cost unless otherwise agreed. Production Tools provided by Sandvik shall fully remain and be marked as the property of Sandvik. Production Tools paid for by Sandvik and provided by Supplier shall become the property of Sandvik.

11. WARRANTY

11.1 Supplier represents and warrants that: (i) the Goods meet the Specifications, (ii) the Goods are free from defects including defects resulting from faulty design, materials or workmanship, (iii) the Goods are fit and safe for the intended purpose and use, which is known to Supplier; and (vi) the Documentation is free from defects including errors, omissions or unclear statements.

11.2 In event of a warranty claim by Sandvik, Supplier shall without delay investigate the reason for the defect in the Goods and secure the supply chain to eliminate the risk of such claim in the future. Supplier shall within 30 days of the claim from Sandvik deliver a report to Sandvik explaining the results of the claim investigation and also what corrective and preventive measures are being taken to avoid similar quality problems in the future.

11.3 The responsibility of Supplier under the warranties shall be limited to defects which occur during the warranty

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period or which can be satisfactorily demonstrated to have been in the Goods during the warranty period. Sandvik shall promptly notify Supplier of any defects in the Goods and Supplier shall, at its discretion and without delay, repair or replace the defective Goods at Supplier's cost. Repair shall be carried out at the place where the Goods are located unless Supplier deems it more appropriate that the Goods are sent to Supplier or a destination specified by Supplier at Supplier's cost. The Goods for replacement by Supplier shall be made available for collection by Supplier at its own cost at the location specified by Sandvik.

11.4 Supplier is not responsible under the warranties for defects caused by (i) a failure by Sandvik to follow the instructions in the Documentation, (ii) modifications or alterations made to the Goods after the delivery without the prior consent of Supplier, or (iii) materials or structures prescribed or provided by Sandvik.

11.5 The warranty period shall be 24 months from the date of takeover, or 36 months from the date of the completed delivery of the Goods to Sandvik, whichever is longer. The date of takeover means the date when Sandvik's customer or end-user (as the case may be) of the Goods has accepted delivery of the Goods to it. Sandvik shall inform Supplier in writing of the date of takeover upon request.

11.6 Notwithstanding the warranty period provided to Sandvik as set out in Clause 11.5, in the event of defective Goods repaired or replaced by Supplier, a new warranty period of 24 months shall commence on the date Sandvik accepts the repaired or replaced Goods.

11.7 In urgent cases or if Supplier fails to remedy any defect in the Goods within a reasonable time, Sandvik or a third party appointed by Sandvik shall be entitled to repair or replace such defect at Supplier's cost or, if the defect is not capable of reasonable repair by Sandvik, to terminate the Agreement and withhold payment of invoice entirely or in part. Any such repair by Sandvik in accordance with this Clause 11.7 shall not release Supplier from any responsibility under its warranties, provided that such repair has been performed in accordance with the instructions of Supplier or otherwise with adequate skill and expertise. In case the Agreement is partly terminated, Sandvik shall be entitled to compensation for its loss, costs and damage up to a maximum of 100 per cent of that part of the purchase price which is attributable to the part of the Goods in respect of which the Agreement is terminated.

11.8 The Parties agree to handle warranty claims in a practical manner and in a way that minimizes the costs and damage to Sandvik's end-users. This means that in certain situations, for example in the event of safety risks, Sandvik or a third party appointed by Sandvik may replace or repair the defect Goods or part thereof, without prior notification to Supplier, and Supplier shall compensate the purchasing price of replacement parts, materials and labour used for the replacement or repair, and the related travel and freight costs.

11.9 If a defect in the Goods is such that Sandvik decides it appropriate to carry out a product recall to repair or replace the defective Goods, Sandvik shall promptly notify Supplier. Supplier shall at its own cost give such assistance to Sandvik as is reasonably requested and pay for Sandvik's expenses resulting from such product recall.

11.10 If a fault, defect or deficiency is discovered in the Goods and Sandvik has a reason to assume that it may also occur in other Goods delivered by Supplier, all such Goods shall be considered defective regardless of their warranty period.

12. LIABILITY

12.1 Without prejudice to any liability set out in these Conditions, in the Agreement or at law, a Party shall compensate the other Party for any loss or damage suffered as a result of a breach of the Agreement.

12.2 Supplier shall indemnify and hold Sandvik harmless from any and all liabilities, damage, costs (including reasonable legal fees), expenses or loss incurred by Sandvik and its directors, subcontractors and customers as a result of claims, suits, actions, demands or proceedings related to and/ or arising from injury and/or death, loss of and/or damage to property which may be attributable to Supplier's performance of its obligations under the Agreement, or to the delivery of the Goods or the use thereof. In case of third-party litigation, Sandvik shall agree on settlements at its discretion and Supplier shall assist and fully cooperate with Sandvik in all stages of the proceedings and processes.

12.3 The product liability for the Goods rests with Supplier. In case Sandvik, despite Supplier's product liability for Goods, becomes liable towards a third party under any law or regulation, Supplier shall fully indemnify and hold Sandvik harmless against and from such liability. If Sandvik is, as to the Goods, liable under a law or regulation to provide a third party with a notification regarding the identity of (i) the party primarily responsible for product liability (e.g. the original manufacturer or the importer of the Goods) or (ii) the party from which the Goods was procured (e.g. a subcontractor of Supplier), and Supplier fails to provide the said information to the third party within a reasonable period of time due to the acts or omissions of Supplier, then Sandvik shall be entitled to receive from Supplier any compensation paid to the party incurring the loss or damage.

12.4 Supplier shall hold and maintain global general liability insurance for the minimum amount of EUR 1,000,000 to cover Supplier's responsibilities under law and each Agreement. Such insurance must include a waiver of subrogation clause and state Sandvik as an additional insured. A certificate of such insurance shall be provided to Sandvik upon request.

12.5 Neither Party is liable for any indirect or consequential, damage, including, without limitation, loss of profits, unless a Party acted gross negligent or in wilful misconduct. This limitation of liability does not apply to the indemnification obligations of Supplier and/or consequences of infringement of Intellectual Property rights of the Parties (to the extent any of them would be considered consequential damages and/or losses). Any damage caused by the Goods to any property other than the Goods or persons, and costs attributable to the mitigation or prevention of such damage, shall always be deemed as direct damage.

12.6 Supplier's liability towards Sandvik for its undertakings shall be the same regardless of whether the undertaking is performed by Supplier or its subcontractor.

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13. INTELLECTUAL PROPERTY RIGHTS

13.1 A Party acknowledges and agrees that the other Party's Proprietary Goods shall at all times be and remain the exclusive and absolute property of the other Party.

13.2 Supplier hereby grants to Sandvik, without in any way limiting Sandvik's right to use the Goods throughout its lifetime, a worldwide, non-exclusive, non-transferable, irrevocable, sublicensable, perpetual, royalty free and fully paid-up right and license to use any Supplier Proprietary Goods for the sole purpose and to the extent necessary for the utilization of the Goods purchased from Supplier, including but not limited to repair, support and service the Goods, integrate it with other products and/or develop interfaces of interoperability with other products, with no accounting or reporting obligations towards Supplier. Supplier will during the validity of the Agreement, provide Sandvik with access to any related information necessary for the utilization of the Goods purchased from Supplier.

13.3 Unless specifically agreed otherwise between Sandvik and Supplier in writing, all Intellectual Property related to the Goods created in co-operation between Sandvik and Supplier during the term of this Agreement, shall be vested in Sandvik. Supplier hereby assigns to Sandvik all of its worldwide rights (whether present or future) in and to all such Intellectual Property (including moral rights to the extent permitted under applicable laws). This includes the rights for Sandvik to further develop or alter any results, material or intellectual property rights and to license or transfer such rights to third parties. Supplier shall identify any Intellectual Property and promptly inform Sandvik in writing, upon creation or discovery of such Intellectual Property described under this Clause 13.3.

13.4 Supplier shall, at any time during the term of this Agreement as well as a reasonable time thereafter, without any additional compensation, carry out all actions and deeds, for Sandvik to fully enjoy its rights set out in Clause 13.3. Supplier undertakes to incorporate in its contracts with its employees, directors and sub-contractors the necessary terms and conditions to ensure that such persons unconditionally assign their rights to such Intellectual Property to Supplier. Supplier shall ensure compliance with all applicable laws and regulations in relation to its employees' and sub-contractors' assignment of Intellectual Property as set out hereunder.

13.5 To the extent that any Intellectual Property assigned to Sandvik under Clause 13.3, which according to Sandvik constitutes a patentable invention, Sandvik agrees to pay to Supplier a compensation equivalent to two thousand (2.000) euros in the agreed currency.

13.6 Supplier warrants that the Goods and Supplier Proprietary Goods do not infringe any Intellectual Property or any other rights of any third party. Supplier shall, at its own expense, indemnify, defend and hold Sandvik its agents and employees, and anyone selling or using the Goods and Supplier Proprietary Goods harmless, from and against any and all claims, losses, damage, costs and expenses (including reasonable attorneys' fees) arising out of or in connection with any and all claims brought by a third party alleging that the production, use or sale of the Goods and Supplier Proprietary Goods constitute an infringement or alleged infringement or misappropriation of any third party right, including, without limitation, any third party Intellectual Property right.

13.7 In the event that Supplier, at any time during the duration of the Agreement or thereafter, transfers or assigns any of its Intellectual Property rights to any third party, such assignment shall be subject to the rights granted to Sandvik and Sandvik's end-users.

13.8 Supplier may not at any time, directly or indirectly, use trademarks or any registered or unregistered trademarks owned by Sandvik or which Sandvik otherwise may be legally authorized to use or any translation of any such trademark, for any purpose whatsoever (including for any marketing purposes) without Sandvik's prior written approval in each case, if not explicitly allowed in this Agreement (i.e. for labelling or branding purposes).

14. CONFIDENTIALITY

14.1 Confidential Information disclosed pursuant to this Agreement shall be used by the receiving Party exclusively for the purpose of this Agreement. Each Party undertakes, under the term of the Agreement and for a period of ten (10) years thereafter, to refrain from revealing or forwarding to a third party or otherwise making public any Confidential Information of the disclosing Party. Confidential Information shall be treated by the receiving Party with at least the same degree of care as: i) the receiving Party uses to avoid disclosure of its own confidential information of a similar nature to any unauthorized third party; and ii) a reasonable and prudent businessperson would use to protect the confidentiality of Confidential Information for which they are responsible.

14.2 The non-disclosure obligation shall not include information that: (a) is in the public domain at the time of execution of the Agreement, or which comes in the public domain during the term of the Agreement other than pursuant to a breach of the Agreement by the Party receiving the information; (b) is known to the receiving Party at the time of disclosure by the other Party without a restriction on further disclosure; (c) is received from a third party without a restriction on further disclosure; (d) is independently developed without using material or information received from the other Party by an employee, subcontractor or consultant of the receiving Party as proven by the receiving Party's written records or other reasonable evidence; (e) the receiving Party is required to disclose by law or by a governmental or administrative agency or body (including without limitation any securities exchange body) or decision by a court of law, but then only after first notifying the other Party of the required disclosure or (f) the receiving Party discloses to a Sanctions Authority for the purposes of seeking guidance or obtaining a license or other authorization with respect to Sanctions, provided that the receiving Party first obtains written consent from the Party who has disclosed the Confidential Information. In the event either of a), b), c) or e) above applies, the receiving Party shall keep confidential that it has also obtained the information from the other Party.

14.3 In the event that a receiving Party should commit a breach of any of the confidentiality provisions, then such Party shall indemnify the disclosing Party against any claim, liability, loss, damage, or expense (including legal fees and costs on a full indemnity basis) that the non-breaching

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Party incurs or suffers directly or indirectly as a result of such breach.

14.4 Notwithstanding the above, the receiving Party shall be entitled to disclose the disclosing Party's Confidential Information to its Affiliates and their respective directors, officers, employees or consultants, who need to know Confidential Information for the purposes set forth in the Agreement, on the condition that the receiving Party undertakes to have confidentiality obligations in force with such third party, which are not less restrictive than those set forth herein. Notwithstanding the before mentioned, a Party disclosing information to any of its Affiliates and their respective directors, officers, employees, or consultants, is at all times responsible and liable for the compliance by its Affiliates and their respective directors, officers, employees or consultants with the confidentiality provisions pursuant to the Agreement including these Conditions.

15. COMPLIANCE

15.1 Supplier represents and warrants that it shall comply with Sandvik Supplier Code of Conduct and ABC-Laws, as and when amended, in the performance of its obligations in relation to the Agreement. Supplier shall ensure that its entire subcontractor and sub-supplier chain involved in supply of the Goods comply with Sandvik Supplier Code of Conduct and ABC Laws.

15.2 Supplier shall ensure that the Goods are in conformity with all applicable laws and regulations including those regarding registration, evaluation, authorization and restriction of use of hazardous substances and chemicals.

15.3 Supplier shall furnish to Sandvik all relevant Documentation and information about the Goods to enable Sandvik to comply with all applicable environmental, health and safety legislation, licenses and permits in its use of the Goods.

15.4 The Supplier commits to promptly informing the Sandvik in writing, prior to confirming a Purchase Order, of any Goods, parts, components, or devices within the Goods that are subject to export restrictions either in the manufacturing country or in the countries of origin of the Goods, parts, or components. Furthermore, the Supplier will detail the extent of these export restrictions. The Supplier is obliged to furnish Sandvik, in a timely manner and in an appropriate language, with the following documents:
(a) a valid certificate of origin for the supplied Goods (inclusive of US components); (b) a valid HS code (Harmonized Commodity Description and Coding System, also referred to as the Harmonized System) for classification of Goods; (c) an export control classification number (ECCN), comprising five-character alphanumeric designations utilized on the commerce control list (CCL) to identify dual-use items for export control purposes, and which has same descriptions both in the European Union and in the United States, however the US legislations having more reasons for control resulting in the use of a third letter; (d) a valid Long Term Supplier Declaration, which serves as supportive evidence for origin certification applications, whether for preferential or non-preferential origin status, in accordance with European Union rules of origin governing the preferential trade;
(e) country content (%) information, indicating the percentage of non-US origin parts, components, raw materials, intellectual property, etc., calculated based on fair market value; (f) a declaration of conformity; (g) an item test certificate; (h) confirmation of existing customs certification program status, if applicable, such as Authorized Economic Operator (AEO); and (i) a Material Safety Data Sheet (MSDS) prepared in accordance with applicable laws and regulations concerning the delivery and the Goods.

15.5 The Goods shall be CE-marked (the symbol affixed to products before they can be sold on the European market, indicating that a product fulfills the requirements of relevant European product directives; meets all the requirements of the relevant recognized European harmonized performance and safety standards; and is fit for its purpose and will not endanger lives or property) according to valid EU rules (or in accordance with similar quality and/or authority certification/requirements for any country outside of EU). The Goods shall be in compliance with any environmental and safety regulations prescribed in the law or by the authorities in the country where the Goods will be manufactured, operated or used.

15.6 Supplier undertakes to comply with any and all applicable laws and legislations (including, but not limited to, the General Data Protection Regulation 2016/679) relating to data protection and processing of personal data, as well as with the Agreement, including any appended data protection agreement, when processing personal data under the Agreement. Supplier may only process personal data under the Agreement in accordance with Sandvik's instructions as applicable from time to time and shall not be entitled to process personal data under the Agreement for any purpose or in any manner other than is necessary to perform obligations pursuant to the Agreement. Where Supplier processes personal data in connection with the provision of the Goods or otherwise in the performance of its obligations under the Agreement, it is acknowledged that Supplier shall take all such appropriate technical and organizational measures in order to protect the personal data processed under the Agreement. If the Parties have not concluded a data processing agreement (either separately or by attaching such an agreement as an integral part of the Agreement), Supplier is not allowed to process any personal data or on behalf of Sandvik.

15.7 Supplier represents and warrants that none of the Supplier, nor any employees of the Supplier, or any agent, Affiliate, or other person acting on behalf of the Supplier, is currently (or is otherwise controlled by) Sanctioned Person or otherwise the subject or the target of any Sanctions.

15.8 Supplier represents and warrants from the date of this Agreement and on an ongoing basis that it, and its Related Entities, shall: (a) strictly comply with, and adhere to, all Sanctions; (b) not engage in any activity, practice or conduct involving Sanctioned Person or Prohibited Country; (c) not engage in any activity, practice or conduct that would breach Sanctions, cause Sandvik or its Related Entities to breach Sanctions, or that could expose it, Sandvik or Sandvik's Related Entities to the risk of adverse measures pursuant to any Sanctions (including being designated as Sanctioned Person); (d) inform Sandvik immediately if any person who directly or indirectly owns or controls (as those terms are understood pursuant to Sanctions) Supplier is or becomes a Sanctioned Person; and (e) maintain its own

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policies and procedures to ensure compliance with Sanctions (and the Sanctions-related provisions in this Agreement).

15.9 Supplier shall cause all subcontractors to give and enter into representations, warranties and undertakings substantially equivalent to those set out in Clause 15.8. Nothing in this Agreement requires either Party to take any action, or refrain from taking any action, where doing so would be prohibited by, or subject to penalty under, any Sanctions, or where doing so would expose the Party or their Related Entities to the risk of adverse measures pursuant to any Sanctions.

15.10 Supplier undertakes to take all reasonable measures to ensure that its employees, subcontractors, agents, and representatives will comply with the Sanctions-related terms of this Agreement. For the purposes of this Clause 15.10, reasonable measures include, but is not limited to, Supplier establishing and/or maintaining policies, procedures and carrying out training relating to compliance with Sanctions.

15.11 Each Party agrees to take advantage of any general licence to lawfully allow for performance of the terms of this Agreement if such performance is affected by Sanctions. For the avoidance of doubt, nothing in this Agreement, or otherwise, requires any Party to apply for any specific licence or authorization in the event that performance of the terms of this Agreement becomes unlawful pursuant to Sanctions.

15.12 If Supplier breaches any representation or warranty set out in Clauses 15.1, 15.7 or 15.8 of this Agreement or, in Sandvik's reasonable opinion, any such breach is likely to occur, Parties agree that Sandvik may terminate or suspend, at its own discretion, its relationship with Supplier immediately, and that Sandvik shall not be liable toward Supplier, or any third party for any subsequent non-performance by Sandvik under this Agreement, and that Supplier shall indemnify and hold Sandvik harmless from any claims or losses relating to such non-performance or otherwise arising from such breach of representation or warranty.

15.13 If Sandvik elects to suspend the Agreement pursuant to Clause 15.12: (a) Supplier will cease performance of any supply of Goods with immediate effect upon being provided with a written notice of such suspension; (b) Supplier shall make available to Sandvik information concerning compliance with the obligations under Clauses 15.1, 15.7 and 15.8 within two (2) weeks of the simple request of such information; (c) Any suspension will last for a period of up to 120 days. If, after this period, Sandvik is unable to confirm that the Supplier is in compliance with Clauses 15.1, 15.7 and 15.8 of this Agreement, Sandvik may elect to terminate the Agreement with immediate effect; (d) For the suspension to cease having effect, Sandvik must serve Supplier with a written notice confirming that the suspension period has come to an end.

15.14 Supplier shall indemnify and keep Sandvik indemnified from and against all and any claims, losses, damages, costs and expenses (including reasonable attorneys' fees) suffered or incurred in any jurisdiction by Sandvik in relation to i) any failure by the Supplier to comply with Sanctions, including liabilities relating to any steps or actions which are required to be taken by the Supplier to remedy any such failures; and ii) any breach of Clause 15 of this Agreement by the Supplier.

16. FORCE MAJEURE

16.1 Neither Party shall be liable in respect of any breach or nonperformance of the Agreement if and to the extent that such Party is prevented or delayed from performing its obligations under the Agreement due to extraordinary circumstances outside such Party's control and provided that such circumstances could not have been avoided by such Party and were not foreseeable at the time of execution of the Agreement. Force Majeure events shall not include financial difficulties, non-performance of a subsupplier, shortage or lack of material or resources or shortage of transport. The Parties agree that a force majeure event will not arise in connection with any Sanctions.

16.2 A Party who wishes to rely on an impediment referred to in Clause 16.1 above for discharge of its obligations hereunder must, without delay, inform the other Party thereof. A corresponding duty to inform the other Party shall apply when the impediment, which the Party has relied on for release of its obligations, has come to an end.

16.3 If the fulfilment of the Agreement or a delivery thereunder is delayed or is likely to be delayed for at least three (3) months due to Force Majeure, each Party is entitled to terminate the Agreement with immediate effect upon providing the other Party with written notification.

17. TERMINATION

17.1 Without prejudice to any other right or remedy available under the Agreement, law or these Conditions, either Party shall have the right to terminate the Agreement and any or all Purchase Orders with immediate effect and without compensation to the other Party if; (a) the other Party should pass a resolution, or any court should make an order, that the other Party shall be wound up or if a trustee in bankruptcy, liquidator, receiver, or manager on behalf of a creditor should be appointed or if circumstances shall arise which would entitle the court or a creditor to make a winding-up order or if it otherwise is likely that the other Party is insolvent in the reasonable opinion of the other Party; or (b) a Party has committed a material breach of the Agreement (including Sandvik Supplier Code of Conduct, Sanctions and ABC-Laws), and if rectifiable, not rectified the same within thirty (30) days after receipt of a written notice specifying the breach. For the purpose hereof, a breach of any ABC-Laws, Sanctions or Sandvik Supplier Code of Conduct shall for the purpose of the Agreement not be considered to be rectifiable; or (c) in the event that a Force Majeure situation has not been cured within three (3) months.

17.2 Sandvik shall have the right to terminate the Agreement or a part of it with immediate effect and without compensation to Supplier if Supplier ceases to carry out its business or the ownership or control of Supplier or a material part of its business change.

17.3 If Sandvik terminates the Agreement under Clauses 17.1 or 17.2 above, Sandvik shall be entitled to return all or part of the unused Goods to Supplier at Supplier's cost and Supplier shall reimburse Sandvik for all paid invoices of the returned Goods in full.

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18. AFTERMARKET, BRANDING AND STOCK

18.1 During the validity of the Agreement and for a period of ten (10) years after its termination or expiration, Supplier shall offer to sell and deliver spare parts relating to the Goods to Sandvik. Supplier shall offer such spare parts at commercially reasonable terms, prices and delivery terms. However, due to the fact that the lifetime of the Sandvik products often exceeds ten (10) years, all phase outs of the Goods are to be planned by Sandvik and Supplier in advance.

18.2 On a written request of Sandvik, Supplier shall free of charge brand the Goods, the packaging, the labels and/or the Documentation with the Sandvik trade names and/or trademarks identified by Sandvik in writing. Supplier must comply with any instructions and brand guidelines provided by Sandvik regarding the use of Sandvik trade names and/or trademarks. Also, on request of Sandvik Supplier shall use Sandvik part-numbers in lieu or in addition of its own part-numbers.

18.3 In case Sandvik reasonably identifies excess or surplus stock within 12 months after delivery, Supplier shall buy-back such Goods, on the condition that such Goods are reusable and resalable, and with the exclusion of Goods made specially for Sandvik. The buy-back price shall be the current purchase price and shipping shall be done at Sandvik's expense.

19. MISCELLANEOUS

19.1 If part of the Agreement is or becomes invalid or non-binding, the Parties shall remain bound to the remaining part. The Parties shall replace the invalid or non-binding part by provisions which are valid and binding and the effect of which, given the contents and purpose of the Agreement, is, to the greatest extent possible, similar to that of the invalid or non-binding part.

19.2 The rights and obligations of the Parties, which by express provision or by nature extend beyond the termination of the Agreement, shall survive the termination of the Agreement (including but not limited to, warranties, confidentiality, applicable law and settlement of disputes).

19.3 Neither Party shall have the right to assign the Agreement or a separate Purchase Order or any of its rights or obligations hereunder to any third party without the prior written consent of the other Party. Notwithstanding the above-stated, Sandvik shall always be entitled to assign the Agreement or a separate Purchase Order or its rights and obligations thereunder to its Affiliates or to a third party to which the business subject to the Agreement or a separate Purchase Order is sold or transferred, upon written notice to Supplier.

19.4 A waiver by a Party concerning the other Party's breach of the Agreement shall not be construed as a waiver of subsequent breaches against the same or another term of the Agreement.

19.5 All notifications or consents relating to the Agreement or a separate Purchase Order shall be made in writing in the English language to a contact person nominated by each Party by mail, email or another mutually agreed manner in accordance with the contact details given by such Party.

20. APPLICABLE LAW AND DISPUTES

20.1 The Agreement, including these Conditions, shall be governed by and interpreted in accordance with the substantive laws of Sweden, without giving effect to its conflict of laws principles.

20.2 Any dispute, controversy or claim arising out of or in connection with the Agreement, including these Conditions, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the SCC Arbitration Institute. The number of arbitrators shall be three. The seat of arbitration shall be Stockholm, Sweden. The language of the arbitration shall be English.

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