

1 Introduction

- 1.1 These general terms and conditions (the “**Terms**”) apply for sales unless expressly waived by the Supplier (Dafo Vehicle or its affiliate), or modified by written agreement.
- 1.2 It is noted that the UN Convention on Contracts for the International Sale of Goods (CSIG) shall not apply, and terms set by the Purchaser (eg. as part of general terms for purchasing) or specific requirements in respect of a Product shall not apply or be binding on the Supplier, unless it has specifically agreed thereto in writing. A quote is not binding unless it has been confirmed in an order confirmation from by Supplier under the Terms.
- 1.3 All Supplier prices are net, exclusive of VAT, insurance, shipping, packaging, customs duties, any expenses for special documentation and taxes, unless otherwise agreed. If any taxes or duties are increased, or currency exchange rates fluctuate before delivery, the price may be adjusted accordingly. The Supplier reserves the right to change agreed prices with immediate effect if there are changes in duties, taxes or other public fees.
- 1.4 If the credit rating of the Purchaser is or becomes unsatisfactory, fulfilment of the order is contingent on the Purchaser providing adequate security for the Contract Price, either in the form of a bank guarantee or payment in advance.

2 Incorporation of standard terms Orgalim S 2022 (with modifications)

Without prejudice to the other terms set out herein, the Terms incorporate Orgalim S 2022 (including its definitions and limitations) with the following modifications.

- 2.1 **Section 6 (Confidentiality)**: Prices as well as Product information and Product instructions shall be considered confidential, except where published on the Supplier’s website.
- 2.2 **Section 7 (Acceptance tests)** shall not apply.
- 2.3 **Section 11 (Delivery. Passing of risk)**: (i) Delivery shall be made Ex Works, at the facility designated by the Supplier. (ii) Partial delivery is permitted.
- 2.4 **Section 13 (Anticipated delay)** shall be replaced in its entirety with the following:

If the Supplier anticipates that it will not be able to deliver the Product at the time for delivery, it shall forthwith notify the Purchaser thereof In Writing, stating the reason and, if possible, the time when delivery can be expected. Delivery on or prior to such new expected delivery date shall not be considered a delay, unless and to the extent delivery is more than four weeks after the initially agreed date.
- 2.5 **Section 20 (Payment)**: The Contract Price shall be invoiced upon delivery, unless otherwise agreed.
- 2.6 **Section 27 (Defects due to Purchaser’s actions)** shall be amended to include the following wording in the end of such section:

Installation, maintenance, repair as well as any alteration of Products shall be considered faulty if made by a person which does not have proper training and carry a valid certification issued by the Supplier. Upon request, the Purchaser shall provide evidence that installation etc. has been made by such authorised persons.
- 2.7 The first paragraph of **Section 30 (Notification of defects)** shall be replaced in its entirety with the following:

The Purchaser shall without undue delay notify the Supplier In Writing of any defect which appears. The notice shall contain a description of the defect. Such notice shall under no circumstances be given later than two weeks after the Purchaser becoming aware of the defect. If reasonably requested by the Supplier, the Purchaser shall also provide pictures and such other supporting material in respect of the defect.

- 2.8 The third paragraph of **Section 31 (Remedying defects)** shall be replaced in its entirety with the following:
- If the defect can be remedied by replacement or repair of a defective part, the Supplier may demand that the defective part is sent to it, or to a destination specified by it. In such case, the Supplier shall have fulfilled its obligations in respect of the defect when it delivers a duly repaired part or a part in replacement to the Purchaser.*
- 2.9 **Section 50 (Consequential losses)** shall be amended to include the following wording in the end of such section:
- Notwithstanding anything to the contrary, the total liability of the Supplier, irrespective of the legal ground, shall be an amount equal to the price of the Products paid to it pursuant to the Contract provided that this limitation shall not apply if the Supplier has been guilty of Gross Negligence or to the extent in conflict with mandatory law.*
- 2.10 **Sections 51 and 52 (Disputes and applicable law)**: Disputes shall be finally settled by arbitration in Stockholm in accordance with the Rules for Expedited Arbitrations of the Stockholm Chamber of Commerce Arbitration Institute. The language to be used shall be English and the Contract shall be governed by Swedish law.

3 Export controls, sanctions and compliance

- 3.1 It is noted that the Products may be subject to export control and economic sanction laws, trade embargoes and related regulations issued by the EU, UN or US (collectively referred to as the "**Rules**"). The Purchaser warrants that it complies with the Rules, and undertakes to (and procure that its affiliates) refrain from selling, brokering, financing, transferring or supplying (directly or indirectly) the Supplier's products (or parts of the same) or related documents, to any person or organisation in violation of the Rules.
- 3.2 Each of the Supplier and the Purchaser represents and warrants that neither it nor its owner or any of their directors, officers, affiliates or subsidiaries are listed on any list maintained by the EU, UN or US in respect of the Rules or, to its knowledge, any similar lists maintained by any other government.
- 3.3 Each of the Supplier and the Purchaser shall hold harmless, defend and indemnify the other party, and be liable for any expense and/or damaged incurred by such party, due to any breach of the obligations set forth in this section.

4 Personal data

- 4.1 Each of the Supplier and the Purchaser undertakes to comply with all applicable data protection regulations when processing personal data under the Terms, and to take necessary technical and organisational measures to protect such personal data.
- 4.2 Personal data relating to the Purchaser and its contact persons may and will be processed by the Supplier for the purpose of executing the Terms as well as the transactions and contractual relationship contemplated thereby. The Purchaser undertakes to inform the relevant data subjects of such processing, and is responsible for ensuring that it has legal grounds to disclose the personal data to the Supplier.

5 Deliveries and delay

- 5.1 Products shall be delivered in accordance with the specific delivery schedule / time, set out in the Order Confirmation. Unless otherwise agreed, Products shall be delivered DDP to the address set out therein, applying the latest Incoterms.

- 5.2 Each delivery of Products shall be accompanied by a delivery note which shall contain; (i) the Dafo Vehicle product part number, (ii) quantity, (iii) shipping destination(s), and (iv) other instructions or requirements and stating (v) the Dafo Vehicle's PO number and (vi) the date of shipment.
- 5.3 Products shall be delivered in suitable packaging and as agreed between the Parties. The packaging shall also prevent damage and scratches, ensuring that the items are in good condition upon receipt.
- 5.4 If applicable, Only EUR-pallets (Euro pallets or EPAL pallets) shall be used for all pallet deliveries, and they must comply with the ISPM 15 standard for international shipments, ensuring they are heat-treated and marked accordingly. All pallets must be in good condition, free from damage, and capable of safely supporting the weight of the goods during transit.
- 5.5 Supplier shall ensure timely deliveries. Any anticipated or actual delay in meeting the scheduled delivery shall be promptly notified to Dafo Vehicle, stating the reasons for the delay and Supplier's best estimate of when the delivery can be made. In case of delay (which is not caused by Dafo Vehicle), Supplier shall be liable to pay liquidated damages corresponding to two (2) per cent of the purchase price of the Products in delay for each commenced week of delay, up to a maximum of ten (10) per cent. In the event a delay extends beyond the maximum period for liquidated damages, Dafo Vehicle may cancel the relevant Order by written notice to Supplier. Uncompleted deliveries: Missing goods shall immediately be sent by Vendor to Dafo Vehicle freight free, delivery address as set out on Order.

6 Service and replacement parts

The Supplier warrants availability for purchase by Dafo Vehicle of Products, spare parts, component parts or replacement products for the Products, under commercially reasonable terms, for at least ten (10) years after the last delivery of a Product. The Supplier shall inform Dafo Vehicle in a timely manner of any items that are approaching End of Life (EOL).

7 Service level and reporting requirements

- 7.1 The Parties have agreed on reporting requirements and a service level commitment by the Supplier, aiming to achieve a delivery precision of 100%.
- 7.2 Each Party shall, through their designated contact person, continuously inform the other Party of all matters likely to be of importance for the Party's performance under the Agreement.
- 7.3 Dafo Vehicle requires on-time deliveries of the correct product in the correct quantities, as well as order confirmations and responses to all inquiries within 48 hours. If delivery precision falls below 85% over a period of six months, or if response times are not met, our escalation step module will be implemented.
- 7.4 The Supplier shall develop, and ensure that all its subcontractors develop, a Contingency Plan demonstrating business continuity management capability. This plan must include a risk management framework to prevent and recover from threats that may interrupt or negatively impact the Supplier's performance of its obligations under the Agreement. The Contingency Plan shall be reviewed and updated regularly and provided to Dafo Vehicle upon request.

8 Reporting Requirements & Compliance

- 8.1 Suppliers are required to ensure that no material or substances prohibited by REACH, SVHC, RoHS, GADSL or similar regulations are used in the production of the product or in the product itself.
- 8.2 We expect our suppliers to follow and keep updated on the policies of responsible sourcing of natural minerals that may originate from conflict affected or high-risk areas. When requested, we expect our suppliers to provide CMRT, EMRT or other templates in a timely manner. For more information, read here: **<https://www.responsiblemineralsinitiative.org/reporting-templates/cmrt/>**
- 8.3 We require CBAM compliance when applicable. The CBAM (Carbon Border Adjustment Mechanism) requirement ensures that suppliers account for carbon emissions in their production processes and adhere to applicable environmental standards to comply with EU regulations. For more information: **Carbon Border Adjustment Mechanism - European Commission**

9 Warranties

- 9.1 Supplier warrants that the Products shall (i) comply with the product specifications at delivery and for a period of 36 months thereafter; and (ii) comply with any applicable requirements under law, regulation or industry standards; and (iii) be free from any defect in materials, workmanship or design and shall be fit for their ordinary and intended purpose. Supplier gives no other warranty with respect to the Products.
- 9.2 Each Party warrants that it complies with all applicable export control and economic sanction laws, trade embargoes and related regulations of the applicable United States, UN and EU, and that none of its owner(s), its directors, officers, affiliates or subsidiaries is the subject of any restricted party or sanctions lists maintained by such organisations.

10 Defects, breach of warranty

- 10.1 If Supplier is in breach of its warranty as set out in Clause 12.1, this shall be considered a defect and Supplier shall be liable therefore in accordance with this Clause 13. If possible, Dafo Vehicle, shall when notifying Supplier of a warranty defect provide Supplier with available information regarding the defect.
- 10.2 Supplier shall at its own cost replace or repair the defective Product, or refund Dafo Vehicle of the purchase price, without undue delay. Supplier shall also cover all direct costs incurred as a result of a warranty claim such as costs of repair, replacement or retrofit including removal, investigations and the cost of transport. Supplier's liability is limited as set out in Clause 14 below.

11 Code of Conduct, personal data and audits

- 11.1 In addition to requirements under law or regulation Supplier shall comply and sign Dafo Vehicle's Code of Conduct as available from <https://www.dafo-vehicle.com/> and provide Dafo Vehicle with such information, certificates and extracts as may reasonably be required to ensure that Supplier is in compliance with this Clause. Supplier shall also provide updated certificates as soon as they are renewed.
- 11.2 Dafo Vehicle shall have the right to enter Supplier's facility to inspect compliance with the Dafo Vehicle Code of Conduct, Supplier's facility, Products, materials, and Dafo Vehicle property covered by this Agreement. Access shall be arranged by mutual agreement, but no later than one month from the request.

- 11.3 Each Party undertakes to comply with all applicable data protection regulations when processing personal data under this Agreement, and to take necessary technical and organisational measures to protect such personal data.

- 11.4 Personal data relating to Supplier the Parties and its their contact persons may and will be processed by Dafo Vehicle the other Party for the purpose of executing the Agreement as well as the transactions and contractual relationship contemplated thereby. Supplier Each Party undertakes to inform the relevant data subjects of such processing and is responsible for ensuring that it has legal grounds to disclose the personal data to Dafo Vehicle the other Party.