

## **AUTOLIV GLOBAL INDIRECT PURCHASE TERMS AND CONDITIONS FOR GOODS**

### **THE PARTIES**

The Buyer shall be an **AUTOLIV** entity, its Affiliates or its group companies that issues a Purchase Order (as defined below) to the Seller ("**Buyer**")

### **AND**

The Seller is a party which agrees and fulfils to the Buyer's Purchase Order. ("**Seller**")

### **NOW IT IS AGREED AS FOLLOWS**

#### **1. Definitions**

- 1.1 In this Agreement for Goods the following terms and expressions shall have the following meanings.

"**Addendum**" means the Addendum referenced by Buyer in a PO.

"**Affiliates**" means with respect to each Party any corporation or other entity which directly or indirectly controls or is controlled by or is under common control with that Party.

"**Agreement for Goods**" means this Global Indirect Purchase Terms and Conditions for Goods, dated as of the Effective Date.

"**Ancillary Agreement**" means any and all agreements in writing or electronic form including a Purchase Order, statement of work, price list, project plan, payment terms, Addendum executed in connection with purchase of Goods, placed by Buyer with Seller on or after the Effective Date and at any time and from time to time during the Term.

"**Goods**" mean goods stipulated by Buyer in a Purchase Order and may include items such as office supplies and furniture, chemicals and lubricants, stationary, IT related hardware and accessories, and personal safety and protection items.

"**Effective Date**" means the date referenced at the beginning of this Agreement for Goods.

"**Parties**" means Seller and Buyer and may include their respective Affiliates, successors and assigns and "**Party**" means any one of the foregoing.

"**Purchase Order**" or "**PO**" means a specific written or electronic order form for Goods submitted by Buyer to Seller.

"**Term**" has the meaning contained in Section 11.1.

- 1.2 In this Agreement for Goods, unless there is something inconsistent with the context, references to the singular include references to the plural and vice versa and a reference to any gender includes a reference to all other genders. A reference to person includes a reference to corporations and other forms of legal entity and vice versa. Section headings are for convenience only and shall not form a part of this Agreement for Goods nor affect its construction.

#### **2. General Framework**

- 2.1 Any and all sales of Goods occurring after the Effective Date will be deemed to incorporate and include the terms and conditions of this Agreement and the relevant Purchase Order and Ancillary Agreement (unless otherwise specifically agreed by Buyer), notwithstanding any contrary terms proposed or asserted by the Seller in any other document, including a quotation or delivery documentation.
- 2.2 In the event, Buyer references an Addendum in its PO; such Addendum shall be incorporated by reference into this Agreement for Goods.
- 2.3 After the Effective Date, unless Buyer agrees in writing to the contrary, Seller will only sell and supply Goods to Buyer and Buyer will only purchase and take Goods from Seller upon and subject to Purchase Orders issued by Buyer to Seller. Such Purchase Orders will be in written or electronic form and will identify the Goods in question, quantities, and any other information which Buyer chooses to stipulate (including items such as specifications, specific requests and requirements, and any such attachments as Buyer considers necessary or appropriate).
- 2.4 Upon acceptance by Seller of a Purchase Order the Goods comprised in that Purchase Order will be sold and supplied (and conclusively deemed to be sold and supplied) by Seller to Buyer under and subject to an Ancillary Agreement. Each and every Ancillary Agreement will comprise
- (a) the terms and conditions of this Agreement for Goods (except to the extent varied or modified with the prior specific written agreement of Buyer);
  - (b) the terms and conditions of the relevant Purchase Order; and
  - (c) any other relevant and applicable terms and conditions as may be stipulated or specifically agreed by Buyer in writing.
- 2.5 No terms or conditions of Seller will have any legal effect or constitute a counter offer capable of acceptance by or on behalf of Buyer (unless specifically agreed in writing by Buyer). By the act of selling and supplying Goods, Seller shall be conclusively deemed to have accepted and bound by all of the terms and conditions of this Agreement for Goods.
- 2.6 Unless specifically agreed by Buyer in writing to the contrary, Seller must accept any and all Purchase Orders in their entirety and will not be entitled to accept part of a Purchase Order only. Purchase Orders supersede any and all previous proposals and agreements between the Parties, with the exception of this Agreement for Goods, concerning the Goods being purchased under the applicable Purchase Order. In the event of a conflict between any prior document or agreement and this Agreement for Goods, this Agreement for Goods, as modified by its Ancillary Agreement(s) shall prevail.

### **3. Sale and Supply of Goods**

- 3.1 Time will be of the essence. Upon receipt of a Purchase Order Seller will sell and supply Goods itemized in that Purchase Order.
- (a) within the time specified in that Purchase Order (if any);
  - (b) if no time is specified, then in a prompt and timely manner;
  - (c) in quantities specified;
  - (d) by such mode of delivery or shipment to such destination as may be specified in the Purchase Order;
  - (e) properly and securely finished and packed in accordance with the requirements of Section 3.5 and 3.6; and
  - (f) in strict compliance with all of the terms and conditions of the relevant Ancillary Agreement (unless previously agreed in writing by Buyer to the contrary).

- 3.2 Buyer will have the right, upon simple written notice delivered to Seller, to cancel any Goods which are not delivered or received on time or otherwise not in compliance with Section 3.1 and to rescind until the date of delivery or modify any relevant Ancillary Agreement (in whole or in part). Buyer will not be required to make payment for any Goods supplied in excess of any quantity specified.
- 3.3 Seller may, upon not less than one (1) year's prior written notice delivered to Buyer, (i) terminate this Agreement for Goods and/ or (ii) refuse or decline any future Ancillary Agreement.
- 3.4 Payment by Buyer will not constitute acceptance of Goods in question and Buyer may still conduct inspection, testing and verification of Goods and to reject Goods that do not comply with relevant requirements.
- 3.5 With each delivery or shipment of Goods, Seller will provide an itemized packing slip showing (i) description of Goods and quantities (ii) parts numbers (if applicable) (iii) identification and numbering of relevant Purchase Order (iv) Seller's full name and address and (v) any and all other documentation necessary or desirable to effect and complete timely delivery or shipment.
- 3.6 Seller shall ensure Goods are properly and securely packed, marked and labelled prior to commencement of delivery or shipment in accordance with applicable industry standards and Buyer's and/or carrier's own requirements. At all times Seller shall ensure that Goods are delivered in a timely manner, without any loss or damage, in clean good order and condition, and at the lowest possible delivery or shipping cost.
- 3.7 Seller hereby agrees to promptly notify Buyer of any actual or anticipated event or occurrence that has (or may be reasonably expected to have) any material adverse effect on any Goods or on Seller's ability to sell and supply any Goods in accordance with the requirements of this Agreement for Goods and of any relevant Ancillary Agreement (including any labour difficulties, strikes, shortages in materials, plant closings, interruptions in activity and the like). At its own expense, Seller will take such actions as are necessary or desirable to ensure there is an uninterrupted sale and supply of Goods and use its best endeavours to overcome (or at least to mitigate) the effects of any such event or occurrence.
- 3.8 At all times during the Term, Seller shall ensure it has and maintains adequate stocks on hand of Goods so as to be in a position to satisfy Buyer's requirements in a timely manner and without undue delay. Seller will ensure it has and maintains adequate stocks of spare and replacement parts for Goods throughout the Term.
- 3.9 Buyer is under no obligation (express or implied) to purchase from Seller any minimum volumes or quantities of Goods and Seller assumes all responsibility, financial or otherwise, for any raw materials purchased, work in process prepared or finished goods prepared.

#### **4. Price and Payment**

- 4.1 If Buyer stipulates a price it is willing to pay for any Goods in a Purchase Order, Seller will be deemed to have agreed to sell at such price, if it accepts the Purchase Order and/or delivers the Goods. No additional charges will be added without Buyer's prior, specific written approval.
- 4.2 Seller assumes the risk of any changes in foreign exchange rates and any increases in raw materials costs. Payment by Buyer will be made in the currency (if any) stipulated in a relevant Purchase Order. If no such currency is stipulated Buyer may make payment in the currency of Buyer's location.
- 4.3 Seller shall submit invoices to Buyer upon delivery of Goods to the address set forth in the applicable Purchase Order. Buyer shall be obligated to pay only for Goods attributable to actual quantities delivered pursuant to a Purchase Order. Buyer shall pay any and all undisputed amounts

due within the shorter of ninety (90) days or the maximum days allowed by applicable law from date of receipt of relevant invoice by Buyer. If Buyer disputes all or any portion of an invoice it shall be required to pay only the amount not in dispute, and in such event Buyer shall notify Seller of the amount and nature of the dispute. Payment by Buyer shall not result in a waiver of any of Buyer's rights under this Agreement for Goods.

- 4.4 Seller agrees that any and all of its accounts with Buyer will be administered on net settlements basis. Buyer may set off and recoup debits and credits (including Buyer's attorney fees and costs of enforcement) against any of Seller's accounts regardless of the basis for any debits and credits and without any requirement to give Seller any notice before doing so, unless prohibited by applicable law. Seller agrees to any set off or recovery of any debits and credits and to this end, agrees to use all endeavours for the enforceability thereof, including, but not limited to, any necessary measures in relation to the banks or any other entities
- 4.5 Prices include any and all taxes except any value-added tax or goods and services tax or any other sales and use taxes which Seller is required by law to collect from Buyer. Any and all such taxes will be separately stated in Seller's invoice and will be paid by Buyer to Seller unless Buyer provides evidence of an exemption to Seller. Seller shall be solely responsible for timely payment of any and all such taxes to the applicable governmental authority and shall provide Buyer with evidence of due and proper payment. Seller shall pay (without reimbursement by Buyer), any and all such taxes in a timely manner and hold Buyer harmless against, any penalties, surcharge and interest that may be levied or assessed as a result of the failure or delay of Seller to pay any such taxes.

## **5. Delivery and Shipment; Risk of Loss and Damage and Passing of Title**

- 5.1 Risk of any loss or damage to Goods will remain with Seller until Goods have been delivered to and received by Buyer in accordance with Buyer's delivery instructions at the delivery location specified by Buyer. Unless otherwise specifically provided for by Buyer in a Purchase Order, the delivery terms for the Goods shall be DDP under the Incoterms 2012
- 5.2 Seller will ensure Goods are delivered to and received by Buyer on or before any delivery date Buyer may specify in the relevant Purchase Order.
- 5.3 If Goods to be delivered are subject to any import/export laws Seller shall comply strictly with such laws and be responsible at its own expense for obtaining any requisite licenses or approvals. Seller agrees to comply with any and all applicable export control or sanction laws, including those of the location of any Buyer.
- 5.4 Credits and any other benefits resulting or arising from Buyer's purchase of any Goods (including any trade credits, export credits, refund of duties, taxes or fees) will be the entitlement of Buyer unless applicable laws mandate to the contrary.
- 5.5 Seller shall ensure Buyer receives full and sole title to and ownership of Goods free and clear of any and all encumbrances and security interests. Title and ownership to Goods will pass from Seller to Buyer on the date of completion of delivery to Buyer and Buyer's receipt of Goods.

## **6. Software**

If Goods contains any software, Seller shall grant to Buyer a limited, non-exclusive and/or sublicense (hereinafter "License") to use the software needed to utilize the Goods (hereinafter "Software") and in connection with the sale of Goods.

- (a) **License Fee.** Any charge for the License is included in the purchase price stipulated in the Purchase Order;

- (b) **Updates.** During the agreed period, Seller shall provide to Buyer, without additional charge, any and all routine Software changes and updates intended to provide general improvements to the performance of the Goods that are announced by Seller or that are required to comply with applicable laws and regulations;
- (c) **Term.** This License shall commence upon delivery of the Goods to the Buyer and shall continue for as long as Buyer retains full legal right and title to utilize the Goods;
- (d) **Security Patches.** Seller and Buyer agree on the importance of installing up to date third party security patches to help maintain network and computer workstation security. Seller and Buyer will work cooperatively to ensure that all necessary third party operating system security patches are installed and tested as quickly as possible. Buyer may install any/all third party security patches as they deem necessary. In the event that installation of a particular patch causes a subsequent defect or error in the operation of Seller supplied software, Buyer must contact Seller and Seller will then apply best efforts to install and test patch(es) and correct any defects or errors to Seller's software. Seller will then update Buyer software to allow Buyer to reinstall patch. Any such installation of security patches shall not void any warranty.

## **7. Quality**

- 7.1 Seller must meet and comply with any and all requirements of Buyer concerning the quality of Goods. Seller will ensure its relevant sub-contractors and third party suppliers (if any) are properly advised of such requirements and meet and comply therewith. Buyer may revise and update its quality requirements and procedures at any time and from to time during the Term and will advise Seller accordingly.
- 7.2 Seller will ensure Goods sold and supplied will comply with any and all applicable legal requirements, product standards and codes of good manufacturing practice.
- 7.3 Seller shall not make any changes or modification to any specifications or designs for Goods without the prior written consent of Buyer.
- 7.4 At any time and from time to time during the Term Buyer may enter Seller's facility to inspect, test and audit such facility and supplies, materials, procedures and any other relevant items relating to Goods. Seller shall obtain this same right for Buyer from all of Seller's suppliers that provide any goods or services that are a part of the Goods.
- 7.5 Seller shall not release any Goods for delivery or shipment to Buyer that do not comply with any of the foregoing requirements of this Section 7.

## **8. Representations and Warranties**

- 8.1 Seller represents and warrants to Buyer that
  - (a) Seller shall perform all of its obligations under this Agreement for Goods in full compliance with any and all applicable laws, including the laws of the location where the Goods are manufactured and Buyer's location, and Seller's Code of Conduct, including Autoliv Standard of Business Conduct and Ethics for Suppliers, available at <https://www.autoliv.com/suppliercodeofconduct> (which Seller shall automatically be bound by selling Goods under this Agreement and which Seller must acknowledge in writing at the request of Buyer). Throughout the Term, Seller will have and hold any and all licenses, permits and similar authorizations required by any applicable governmental authority for Seller to perform its obligations under this Agreement for Goods, including those related to its facilities and manufacturing practices.
  - (b) All Goods sold and supplied by Seller and delivered or shipped to Buyer under this Agreement for Goods: (i) shall be not be defective and shall be free of any and all defects

in materials, workmanship, design and instructions for use and suitable for the purpose and use for which they are intended; (ii) shall not be adulterated or misbranded; (iii) shall not infringe any Intellectual Property right of any third party; and are new and do not contain any used, second hand, or reconditioned parts or components.

- (c) Seller has and maintains appropriate technical and organizational measures and other protections for personal data in compliance with any and all applicable laws.
- (d) Unless waived in writing by Buyer, Seller shall maintain ISO 14000 and ISO 9000 certification, or their equivalents.
- (e) The warranty provided to Buyer by Seller with respect to the Goods shall be twenty-four (24) months commencing from the delivery of the Goods.

8.2 Seller shall free of charge at the option of Buyer and to Buyer's reasonable satisfaction repair or replace any defective or infringing Goods and any Goods which otherwise fail to comply with any of the requirements of this Agreement for Goods or any relevant Ancillary Agreement. This remedy shall be in addition to any and all other remedies buyer may have under applicable law.

8.3 Any express product warranty or guarantee Seller may provide in respect to any Goods shall be read and construed as being subject to the foregoing provisions of this Section 8. Any such express warranty or guarantee may enhance, but not diminish or limit, the foregoing provisions of this Section.

## **9. Indemnification and Damages**

9.1 Seller shall indemnify, defend and hold Buyer and its Affiliates and their respective officers, directors, employees and agents (each a "Buyer Indemnified Party") harmless from and against any and all claims, liabilities, lawsuits, threats of lawsuits or any governmental action, and losses and damage suffered, incurred or sustained (collectively "Losses") by any Buyer Indemnified Party to the extent arising out of or resulting from: (i) Seller's or any Seller's Affiliate's breach of this Agreement for Goods or any Ancillary Agreement (ii) any actual or alleged injury to or death of any person occurring on the premises of Seller or any Seller Affiliate (iii) Seller's or any of Seller's Affiliate's sale and supply of any defective or non-conforming Goods; (iv) any negligent or reckless act or omission or misconduct on the part of Seller or any Seller's Affiliate or any of their sub-contractors or agents or its or their respective employees or agents; (v) any claims made by employees or representatives of Seller or of any Seller's Affiliate or their respective subcontractors or agents and (vi) any claims that any Intellectual Property used by Seller or any Affiliate of Seller in the performance of this Agreement for Goods or any Ancillary Agreement (except any Intellectual Property provided to Seller by Buyer) infringes any Intellectual Property right of any third party; (vii) responsible to compensate the Buyer for any damages paid to a third party by the Buyer as a result of Seller's delay in shipment or delivery; and (viii) any and all performance of this Agreement for Goods and any Ancillary Agreement by the Seller and/or its personnel by redressing such Losses.

9.2 In addition to the remedies provided for in Section 9.1, Seller agrees that in the event of a breach of the Agreement for Goods or any Ancillary Agreement by the Seller, as reasonably determined by the Buyer, the Seller shall pay to the Buyer immediately following such determination and a written demand therefor, a cash payment in an amount not to exceed all payments made by the Buyer to Seller during the twelve (12) months immediately preceding the breach as penalties for breach of this Agreement. The Seller acknowledges and agrees that the payment required by this Section is a reasonable forecast of the damages likely to result from such breach.

9.3 The provisions of this Section 9 will survive termination or expiration of the Agreement for Goods.

## **10. Insurance**

Throughout the Term, Seller will have and maintain such types of insurance sufficient to cover its liabilities arising out of or related to the Goods supplied by the Seller or Seller's performance under this Agreement and in compliance with applicable laws. In any event Seller will have such insurances against such risks as the Buyer may request and require in writing at any time and from time to time during the Term. Buyer's failure to require or demand any evidence of insurance does not constitute a waiver of any requirement for Seller to obtain insurance, nor does it limit Seller's other obligations. Insurances must be with reputable insurance companies acceptable to the Buyer.

**11. Term**

- 11.1 This Agreement for Goods shall come into effect on and from the Effective Date and thereafter will continue in full force and effect for an indefinite period of time unless and until terminated under one or more of the ensuing provisions of this Section 11. The period of time during which this Agreement for Goods is in full force and effect is its Term.
- 11.2 Buyer may terminate this Agreement for Goods and/or any relevant Ancillary Agreement at any time by giving to the Seller not less than thirty (30) days prior written notice of termination. Seller and Seller's Affiliates acknowledge that the written notice period set forth herein is compatible with the potential costs and investments considered for execution of this Agreement for Goods and any Ancillary Agreement.
- 11.3 In case Seller's business encounters material deterioration, or it moves away from its property, or it loses commercial credibility, or any other circumstances occur that cause it to be unable to perform its obligations under the Agreement for Goods, or violates Autoliv Standard of Business Conduct and Ethics for Suppliers, Buyer may immediately terminate the Agreement for Goods.
- 11.4 The termination or expiration of this Agreement for Goods and any Ancillary Agreement shall not affect the survival and continuing validity of Section 8 (Representations and Warranties), Section 9 (Indemnification and Damages) Section 10 (Insurance), Section 12 (Confidentiality, Trade Secrets and Know-How), Section 13 (Notices) and Section 14 (Miscellaneous), or of any other provision which is expressly or by implication intended to continue in force after such termination or expiration.

**12. Confidentiality, Trade Secrets and Know-How**

Seller will at no time directly or indirectly reproduce, disclose, advertise, publish or otherwise make known (a) the fact that Seller and Buyer have entered into this Agreement, or that Seller has contracted or has furnished Goods to Buyer, or (b) any information, specification, design, idea, concept, plan, copy, formula, drawing, process, procedure, performance, characteristics or other confidential information which has been or will be disclosed to Seller in connection with the Goods or their evaluation, study, design, production, testing, installation or performance, or received in performing this Agreement (collectively, the "Information"). Seller will not use any of Buyer's Information which is disclosed to or in possession or control of Seller except in performing this Agreement, unless in compliance with written instructions of Buyer. Upon Buyer's request, Seller shall execute a separate confidentiality/ non-disclosure or development agreement, which shall be incorporated into this Agreement by this reference.

**13. Notices**

Any notice required to be given under this Agreement for Goods or any Ancillary Agreement shall be in writing and shall be deemed to have been sufficiently given.

- (a) when delivered in person;
- (b) on the seventh (7th) business day after mailing by registered or certified mail, postage prepaid, return receipt requested; or

- (c) on the next business day after sending by overnight courier service; or to the address specified on the Purchase Order for the Buyer and on the invoice for the Seller.

**14. Miscellaneous**

- 14.1 Seller shall not issue any press release or other publicity materials, or make any presentation with respect to the existence of this Agreement for Goods or any Ancillary Agreement or any of the terms and conditions thereof without the prior written consent of Buyer in each instance. Seller shall not publicize or use any name, trademarks or logos of Buyer nor identify Buyer as a customer of Seller without Buyer's prior written consent in each instance.
- 14.2 The validity, interpretation and performance of this Agreement for Goods or any Ancillary Agreement shall be governed by and construed in accordance with the laws of the location where the Buyer is located as stated by the express provision of the Addendum, without regard to the principles of conflicts of law.
- 14.3 The Parties agree that any application of the United Nations Convention On Contracts For The International Sale of Goods is specifically excluded and shall not apply to this Agreement for Goods nor to any Ancillary Agreement.
- 14.4 Seller shall not assign any of its rights or delegate or subcontract any of its duties and obligations under this Agreement for Goods or any Ancillary Agreement without the prior written consent of Buyer, which may be withheld at Buyer's discretion. Any such attempted assignment of rights or delegation or subcontracting of duties without the prior written consent of Buyer shall be void and ineffective. Any such assignment, delegation or subcontracting consented to by Buyer shall not relieve Seller of its responsibilities and liabilities hereunder and Seller shall remain liable to Buyer for the conduct and performance of each permitted assignee, delegate and subcontractor hereunder. Buyer may assign its rights and obligations under this Agreement for Goods and any Ancillary Agreement to an Affiliate by written notice to Seller to this effect. This Agreement for Goods shall apply to and inure for the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.
- 14.5 If and solely to the extent that any court or tribunal of competent jurisdiction holds any provision of this Agreement for Goods or any Ancillary Agreement to be unenforceable in a final non-appealable order, such unenforceable provision shall be struck out and the remainder of this Agreement for Goods or any Ancillary Agreement shall not be affected thereby. In such event, the Parties shall in good faith attempt to replace any unenforceable provision of this Agreement for Goods or any Ancillary Agreement with a provision that is enforceable and that comes as close as possible to expressing the intention of the original provision.
- 14.6 A waiver by any Party of any term or condition of this Agreement for Goods or any Ancillary Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies specified in this Agreement for Goods and any Ancillary Agreement shall be cumulative and in addition to any other remedies provided at law or in equity.
- 14.7 This Agreement for Goods or any Ancillary Agreement, together with any attachments and amendments, constitutes the entire agreement of the Parties with respect to its subject matter and merges and supersedes all prior discussions and writings with respect thereto. The Buyer may modify or alter this Agreement for Goods or any Ancillary Agreement, which shall be binding upon the Parties.
- 14.8 The Parties agree that that this Agreement for Goods or any Ancillary Agreement, together with any attachments and amendments is a non-exclusive agreement and Buyer and its Affiliates have a right to procure Goods from other third parties.

- 14.9 This Agreement for Goods has been prepared and signed in the English language and the English language version of this Agreement for Goods will prevail over any version in any other language.
- 14.10 This Agreement for Goods or any Ancillary Agreement, if signed, may be signed in any number of counterparts each of which will constitute an original and be of equal force and validity.

**15. Dispute Resolution**

- 15.1 In the event any dispute, claim or controversy arising under or relating to this Agreement for Goods or any Ancillary Agreement, including any dispute concerning the existence or enforceability hereof ("Dispute"), the Parties shall attempt in the first instance to resolve such dispute through friendly and good faith consultations.
- 15.2 If the Dispute has not been resolved through friendly and good faith consultations within thirty (30) days after a Party has served written notice on the other Party requesting such consultation (or within such further period as the Parties may agree in writing), then the dispute shall be resolved by competent courts in the location of the Buyer.

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