

Pacson International AB Terms and Conditions

1. **Scope**

1.1 These general terms (the "General Terms") govern the relationship between Pacson International AB, with company registration number 556109-3948, ("Supplier") and customers identified as Volvo Car Corporation sub-suppliers ("Customers"), (each a "Party" and together the "Parties").

1.2 The Supplier has entered into a framework agreement (the "Framework Agreement") with Volvo Car Corporation regarding the overall arrangement for deliveries from the Supplier to Volvo Car Corporation. The Framework Agreement also stipulates terms and conditions under which goods and services are to be provided by the Supplier to the Customers.

1.3 In light of the foregoing, these General Terms shall govern all purchases made by the Customer. By registering a user account at the Supplier's portal (www.international.pacson.se/volvocars), the Customer agrees to comply with and be legally bound by these General Terms.

1.4 Any exemptions or variations regarding these General Terms shall be made in writing and be duly signed by both Parties in order to be valid.

2. **Definitions**

2.1 In these General Terms:

"Agreement" means these General Terms including any documents incorporated hereto by reference.

"Intellectual Property Rights" means all forms of intellectual property rights in any country or region, including but not limited to patents, inventions (whether patentable or not), design rights (registered or unregistered), utility models, trademarks, copyrights and related rights, know-how, including trade secrets and any similar rights, whether registered or not.

"Order" means the Customer's purchase order concerning a Product.

"Order Confirmation" means the Supplier's written confirmation of an Order.

"Products" means the products subject to this Agreement, as amended from time to time in accordance with Section 5.

"Supplier Website" means (www.international.pacson.se/volvocars).

2.2 Other capitalized words and expressions shall have the respective meaning ascribed to them elsewhere in the Agreement.

3. **Orders**

3.1 Customers will place Orders through the Supplier's ordering portal (<https://www.international.pacson.se/volvocars>), or through the Customer's purchase system (EDI) if agreed between the Parties. The Customer is to ensure that all relevant data, such as delivery information, is included in the Order. The Customer will not be able to add any information after placing the Order. When an Order is placed, the Supplier shall issue an Order Confirmation to the Customer. The Customer may not cancel an Order after an Order Confirmation has been issued.

3.2 Unless otherwise specified in the Order Confirmation, all Orders will be sent as complete orders, i.e. containing all products included in such Order. If an Order contains Products that are to be delivered directly from the original supplier as well as Products that are to be delivered from the Supplier's premises, the Order will be split automatically and the Customer will be notified thereof in the Order Confirmation. If one item is out of stock, the Order will not be delivered until such item is available. In the event the Customer wants to split an Order, the Customer shall contact customersupport@pacudo.com. The Customer is responsible for additional transport costs for the split Order.

4. **Right of retention**

The ownership of the Products passes to the Customer once the Products have been fully paid. In the event payment is not made in a timely manner, the Supplier is entitled to immediately reclaim the Products at the Customer's expense. The Customer may not, without the Supplier's written consent, act in a way that jeopardizes the Supplier's right of ownership of the Products, including but not limited to reselling the Products or integrating the Products with other products.

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5. Products

The assortment of Products to be provided by the Supplier are negotiated with Volvo Car Corporation. The Supplier is entitled to change the assortments of Products at any time. The available Products will be presented on the Supplier Website.

6. Prices

6.1 The current prices for the Products are provided at the Supplier Website. All prices are stated without value added tax (VAT).

6.2 The prices for the Products will be subject to two (2) scheduled updates per year. The updated prices will be published on the Supplier Website and will become effective on January 1 and July 1, respectively. In addition to the foregoing, the Supplier is, subject to a reasonable period of notice, entitled to at any time amend the prices at its own discretion.

6.3 A minimum order value charge (M.O.V. charge) will be added when the delivery order value in relation to Pacudo AB's standard range is less than the minimum order limit applicable at any given time. This charge does not apply on label orders.

6.4 In the event the prices are amended between the placing of an Order and the shipping date (as provided in the Order Confirmation) the price at the shipping date is payable by the Customer. The final price shall be displayed on the invoice.

7. Payment terms

7.1 Payment shall be made to the Supplier within sixty (60) days from the invoice date.

7.2 Timely payment is of great importance to the Supplier and delayed payment shall therefore always be deemed a material breach of contract under Section 18.3. If payment is not made in a timely manner, penalty interest per month is payable.

7.3 Payment shall be made either in SEK or EUR, reasonably rounded up or down by the Supplier. The final price in SEK and EUR will be displayed on the invoice.

7.4 Any invoice related claims must be presented to the Supplier in writing within ten (10) days from the receipt of an invoice. If notice is not provided in accordance with the above, the Customer shall lose the right to any claims regarding the invoice.

8. Delivery

8.1 Unless otherwise agreed in writing, all deliveries within Europe shall be made DAP to the address provided by the Customer in the Order (in accordance with the Incoterms currently in effect). Notwithstanding the foregoing, the following deviation from DAP shall be made with respect to allocation of costs; all transport costs, including, but not limited to, freight cost, costs incurred as a result of inability to reach the delivery point (including storage cost), administration costs and costs for managing export clearance and other transport documentation, shall be borne by the Customer. The Supplier may accordingly invoice the Customer for all such costs. For the avoidance of doubt, no deviations from DAP shall be made in any other regards. Accordingly, the risk passes and the costs are transferred at two different places.

8.2 Unless otherwise agreed in writing, all deliveries outside of Europe shall be made Ex Works the Supplier's premises (in accordance with the Incoterms currently in effect). The Customer will receive an e-mail notification once a delivery is available for pick-up. The pick-up address will be specified in the e-mail notification.

8.3 Upon delivery, the Customer shall inspect the Products delivered. In the event of apparent loss, depreciation of or damage to the Products, notice shall be given immediately upon receipt of the Products and the claim shall be noted on the waybill (or other similar transport document). In the event of non-apparent loss, depreciation of or damage to the Products, notice shall be given within seven (7) days from the date of delivery. All claims must be documented by photos. If notice is not provided in accordance with the above, the Customer shall lose the right to exercise any remedies concerning the delivery in question.

8.4 The Supplier will inform the Customer about the estimated delivery date for an Order, i.e. when the Order is to be expected for arrival at Customer. The provided delivery date is the Supplier's best estimate of the expected arrival time. If the delivery date is not specified in the Order Confirmation, delivery shall be made within reasonable time.

8.5 If delivery cannot be made because the Customer, or any other authorized consignee, cannot be notified about the delivery or if delivery otherwise is rejected, the Supplier is entitled to invoice the Customer for any costs for handling and storing the Products incurred as a

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result of the Customer's, or any other authorized consignee's, failure to take delivery.

8.6 On orders of articles manufactured to customers order we reserve the right of over/ under deliverance with up to +/- 10% on ordered amount.

9. Liability for defects

9.1 The Supplier is liable to ensure that the Products in all essential aspects correspond to the information provided by the Supplier at the Supplier Website.

9.2 A Product shall be deemed defective if it deviates from Section 9.1. The Supplier's liability for defective Products is limited to defects which existed at the time of delivery and which appear and are notified to the Supplier in writing in accordance with Sections 9.3 and 9.4 within sixty (60) days of delivery. All claims shall be made to customersupport.int@pacson.se.

9.3 Upon delivery, the Customer shall without undue delay inspect the Products delivered and notify the Supplier of any defects in the Products discovered during such inspection. The Customer shall not be entitled to any claim based on defects in the Products which the Customer ought to have discovered during an inspection in accordance with this Section 9.3.

9.4 In addition to the foregoing, the Customer shall notify the Supplier of any claims without undue delay, but at the latest within seven (7) days from when the Customer became aware, or should have become aware, of a defect. The Customer's notice shall include a clear description of the defect and how it first appeared. If the Customer fails to provide a notice in compliance with the aforementioned, the Customer shall have forfeited the right to invoke the defect.

9.5 The Supplier shall not be liable for any defects in Products arising out of or due to any material provided by the Customer or any construction or design proposed or specified by the Customer. Nor shall the Supplier be liable for any defect caused by the Customer or any third party not adhering to the Supplier's care or operating instructions, or for any defect caused by improper use, faulty installation, faulty or negligent maintenance or normal wear and tear or deterioration.

9.6 If a Product is deemed defective under Section 9.1 and the Customer is entitled to make a claim against the Supplier based on the defect, the Supplier undertakes to, at its own discretion, rectify the defect or deliver a substitute product. The Parties may also agree on a price reduction with an amount corresponding to the value of the defect.

9.7 Upon return of any defective Products, the Customer shall comply with the Supplier's at each time applicable guidelines for returns and claims. The Customer is not entitled to use or scrap, or allow any third party to use or scrap, any Products which the Customer has made a complaint about, without the Supplier's prior written consent.

9.8 For the avoidance of doubt, unless specified in this Section 9, the Customer is not entitled to return any Products to the Supplier.

10. Limitation of liability

10.1 The Supplier shall not be liable for any special, indirect, incidental, consequential damage or loss of any kind, regardless of how it was caused and including but not limited to, loss of profit, loss of reputation or goodwill, loss of production, loss of business or business opportunities, loss of revenues or anticipated savings, or loss or corruption of data or information. This limitation will apply irrespective of whether such damage or loss was foreseeable or not at the time when the Agreement was formed (even if advised of the possibility of such damage or loss).

10.2 The Supplier's aggregate liability for any damage or loss of any kind under or in connection with this Agreement shall be limited to an amount corresponding to fifty percent (50 %) of the amount of the relevant Order.

11. Product liability

11.1 The Supplier's liability for any property damage or personal injury caused by the Products, shall be limited to the Supplier's liability under the Swedish Product Liability Act (1992:18).

11.2 The Customer shall immediately notify the Supplier of any product liability claim against the Customer. The Customer undertakes to address any such claims in accordance with the Supplier's instructions. The foregoing applies also with respect to claims arising after the termination of this Agreement.

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13. Sanctions

In the event any part of the pick-up or delivery of Products is subject to any sanctions or embargos under any laws and regulations, including but not limited to US-law, the law of the European Union or national laws, the Supplier is at its sole discretion entitled to partially or fully suspend or cancel the affected deliveries at any time, without prior notice and without incurring any liability to the Supplier whatsoever.

14. Intellectual Property Rights

14.1 Unless otherwise agreed, the Supplier shall retain all rights, including Intellectual Property Rights, to the Products. The Customer does not acquire any rights to the Products through this Agreement.

14.2 The Customer undertakes to immediately notify the Supplier of any third party claims against the Customer arising as a result of a Product's alleged infringement of any Intellectual Property Rights of a third party.

15. Confidentiality

15.1 The content of the Agreement shall during the term of this Agreement and thereafter be kept strictly confidential and not be disclosed to any third party without the prior written consent of the other Party.

15.2 All information, whether oral or written or in visual, electronic or tangible form, regarding or otherwise relating to a Party, any of its affiliates or to any of their business matters, which has or may be disclosed to the other Party (the "Receiving Party") or which the Receiving Party has or may otherwise become aware of in connection with the preparation, negotiation, entry into or performance of this Agreement, shall during the term of this Agreement and thereafter be kept strictly confidential by the Receiving Party and not be used by it for any other purpose than the performance or enforcement of this Agreement nor be disclosed by it to any third party without the prior written consent of the other Party.

15.3 The restrictions in Sections 15.1 and 15.2 respectively, shall not apply to information:

- a) to the extent reasonably necessary to be used or disclosed by the Receiving Party in order for it to secure its interests against the other Party in connection with a dispute, controversy or claim arising out of or in connection with this Agreement or to otherwise enforce its rights under this Agreement;
- b) that was at the time of its disclosure or which becomes thereafter generally available to the public otherwise than as a consequence of a breach by this Agreement;
- c) that was already known to the Receiving Party or otherwise in its possession prior to the time of its disclosure;
- d) that was obtained by the Receiving Party in good faith without restriction from a third party; or
- e) that the Receiving Party is required to disclose by law or any governmental or other regulatory authority or by any applicable contract or regulations of any applicable stock exchange or other market place.

15.4 The Party using or disclosing any information or documentations with reference to any of these exceptions bears the burden of proof to establish that the relevant exception applies.

16. Force majeure

If and to the extent either Party's performance of its obligations under this Agreement is made unreasonably onerous or is impeded by circumstances beyond its reasonable control and which the Party could not reasonably have been expected to have taken into account or overcome and whose consequences the party could neither have avoided nor overcome the effects of, including, inter alia, war, fire, lightning, flood, acts of terrorism, natural disasters, amendments to regulations issued by governmental authorities and intervention by governmental authorities, such Party shall be released from liability in damages and any other penalties. A Party intending to claim relief by reason of any such circumstance as referred to in this Section shall without undue delay notify the other Party in writing accordingly. If a Party's performance is materially prevented for more than one (1) month as a result of any circumstance as referred to in this Section, the other Party shall be entitled to cancel this Agreement with immediate effect.

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17. **Term**

This Agreement shall commence on the date it is duly executed by both Parties and shall remain in full force and effect for an indefinite term until terminated by either of the Parties giving to the other Party not less than one (1) month's written notice to that effect.

18. **Premature termination**

18.1 Without prejudice to any remedy it may have against the other Party for breach or non-performance under this Agreement, either Party shall have the right to terminate the Agreement with immediate effect:

a) if the other Party should commit or permit a breach or non-performance of material importance to the other Party and, if the breach can be remedied, should fail to remedy such breach or non-performance within ten (10) days after receipt of written notice; or

b) if the other Party should enter into liquidation, either voluntary or compulsory, or become insolvent or enter into composition or corporate reorganization proceedings or if execution be levied on any goods and effect of the other Party or the other Party should enter into receivership.

18.2 Notice of termination shall be given without undue delay after the circumstance constituting the breach was or should have been known to the aggrieved Party.

18.3 In addition to the above, the Supplier is always entitled to terminate the Agreement with immediate effect in the event of payment default in accordance with Section 7.2.

19. **Survival**

Upon termination of this Agreement, Sections 10, 11, 14, 15 and 22 shall, regardless of the reason for termination, survive and continue in full force and effect. The foregoing shall also apply to provisions in the Agreement that are expressly, or by their sense and context, intended to survive the expiration or termination of the Agreement.

20. **Assignment**

Neither of the Parties may assign nor transfer any of its rights and obligations under this Agreement, either in full or in part, without the prior written consent of the other Party.

21. **Notices**

Unless otherwise specified, all correspondence and notifications pursuant to the Agreement shall be in writing in the English language and shall be deemed to have been duly received (i) five (5) days after delivery if sent by registered mail, or (ii) on the day of delivery if sent by email, provided the receipt has been duly confirmed.

22. **Applicable law and disputes**

22.1 This Agreement, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with the laws of Sweden, excluding its conflict of laws principles providing for the application of the laws of any other jurisdiction.

22.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce ("SCC"). The Rules for Expedited Arbitrations shall apply, unless SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Gothenburg, Sweden. The language of the arbitration shall be English (unless otherwise agreed by the disputing Parties).

22.3 All arbitral proceedings conducted pursuant to Section 22.2, all information disclosed and all documents submitted or issued by or on behalf of any of the disputing Parties or the arbitrators in any such proceedings as well as all decisions and awards made or declared in the course of any such proceedings shall be kept strictly confidential and may not be used for any other purpose than these proceedings or the enforcement of any such decision or award nor be disclosed to any third party without the prior written consent of the Party to which the information relates or, as regards to a decision or award, the prior written consent of all the other disputing Parties.