

BICO Group's General Terms & Conditions of Purchase

1. DEFINITIONS

In these Terms and Conditions:

"BICO Group" means the group of companies owned and controlled by the parent company BICO Group AB (publ).

"Business Day(s)" means a day other than a Saturday, Sunday or a public holiday in the country which the Buyer is located.

"Buyer" or "BICO Company" means any company within the BICO Group that have signed a Purchase Agreement with the Supplier.

"Intellectual Property Rights" means all forms of intellectual property rights in any country or region, whether or not patentable, stored in any form (including tangibly, virtually or digitally) whether such form or method of storage currently exists or may be developed in future and regardless of the owner of the relevant method of storage, including but not limited to inventions, trade secrets, industrial designs, domain names, utility models, trademarks, component designs or manufacturing processes and any improvements or enhancements thereto, copyrights and moral rights, database rights, trade secrets and know-how, in each case whether registered or unregistered, and also including identified technical and non-technical or business-related information such as specifications, computer programs, drawings or blueprints.

"Order" means the order placed by Buyer with the Supplier for the Products and/or Services;

"Party" or "Parties" means the parties to the Purchase Agreement;

"Products" means all the Products supplied by the Supplier under the Purchase Agreement or incorporated in Services Buyer purchases from Supplier.

"Purchase Agreement" has the meaning given in Section 2 hereof.

"Services" means all the services rendered by the Supplier under the Purchase Agreement.

"Supplier" means the party to a Purchase Agreement that supplies, or is intended to supply, Products and/or Services to Buyer;

"Terms and Conditions" means these General Terms and Conditions of Purchase.

2. TERMS AND CONDITIONS

These Terms and Conditions apply to any purchase of Products and/or Services by the Buyer to the exclusion of all other terms and conditions including any terms and conditions which the Supplier may purport to apply under any confirmation of order or similar document or by trade, custom, practice or course of dealing.

The Order, together with these Terms and Conditions, and any written agreement between the Parties with regard to the Order (if any), as well as any attachments and exhibits, specifications, drawings, notes, instructions and other information, whether physically attached or incorporated by reference thereto (collectively - the "Purchase Agreement"), constitutes the entire agreement between Buyer and the Supplier identified in the Order. No modification of these Terms and Conditions or any other provision of the Purchase Agreement shall be effective unless made by an express written agreement between the Parties. If there is a conflict between these Terms and Conditions and the terms set out in the Purchase Agreement and/or the Order, the order of priority shall be, as applicable:

- (i) the terms set out in the Purchase Agreement; (ii) the Order; and
- (iii) these Terms and Conditions.

Payment or acceptance of delivery by Buyer shall not serve to waive any rights Buyer has under these Terms and Conditions.

3. SPECIFICATIONS

The quantity, quality and description of the Products and the Services shall be as specified in the Order and/or in any applicable specification supplied by Buyer to the Supplier or agreed in the writing by Buyer.

Any specification supplied by the Buyer to the Supplier, or specifically produced by the Supplier for Buyer, in connection with the Purchase

Agreement, together with any Intellectual Property Rights in such specifications, shall be the exclusive property of the Buyer, and the Supplier shall take all steps necessary to vest such Intellectual Property Rights in Buyer.

4. ORDER VARIATION

Prior to shipment or completion, Buyer may request changes with respect to the Products or Services to be provided, including, changes in method of shipping or packing, time or place of delivery and increases in quantity. Supplier will promptly notify Buyer of any resulting increase or decrease in cost and Buyer and Supplier will agree on any price adjustment before implementing any change.

5. DELIVERY

Unless expressly agreed otherwise in writing, all Products shall be delivered Delivery Duty Paid - DDP Incoterms 2020 destination determined by Buyer. Delivery shall at the time or times specified in the Purchase Agreement and in this respect, time shall be of the essence. Delivery shall be completed as per the applicable Incoterms 2020 which shall not, however, constitute acceptance of the Products.

The Supplier shall not be liable for delays or defaults due to causes beyond its control and without its fault or negligence, provided however, that if the Supplier has reason to believe that deliveries will not be made as required, written notice setting forth the cause of any anticipated delays shall be given immediately to Buyer and Supplier will use all commercially reasonable efforts to meet the required delivery date.

Buyer reserves the right to refuse delivery of Products and return them at Supplier's risk and expense if Supplier defaults in the manner and time of delivery. Buyer shall not be liable for any costs incurred by Supplier related to production, installation, assembly or any other work related to the Products, prior to delivery in accordance with the Purchase Agreement. If Supplier fails to meet a required delivery date, Buyer may procure replacement products or services from a third party at Supplier's expense. Supplier will be responsible for all costs incurred by Buyer as a result of early or late delivery. The Products shall be marked in accordance with Buyer's instructions and any applicable regulations or requirements of the carrier, and property packed and secured so as to reach their destination in an undamaged condition.

6. LIQUIDATED DAMAGES FOR DELAY

If the Products are not delivered or the Services are not performed on the agreed date then, without prejudice to any other remedy, Buyer shall be entitled to deduct from the amount of the Order or (if Buyer has paid the for the Order) to claim from the Supplier by way of liquidated damages for delay 0.5% (percent) of the Order amount of for every week of delay, up to a maximum of 10% (percent) per event of delay.

7. TITLE AND RISK

Title in the Products shall pass to Buyer upon delivery, unless payment for the Products is made prior to delivery, when it shall pass to Buyer once payment has been made. Risk of damage or loss of the Products shall pass to Buyer on completion of delivery in accordance with the Purchase Agreement.

8. INSPECTION

Buyer, or its nominated customer, shall be entitled to inspect and test the Products during manufacture, processing or storage at the premises of the Supplier or any third party prior to dispatch and inspect Services during their performance; and the Supplier shall provide Buyer with all facilities reasonably required for inspection and testing. Such inspection and testing shall not constitute acceptance by Buyer and does not relieve the Supplier of any responsibility under the Purchase Agreement, whether implied or expressed. Supplier's inspection and testing procedures shall comply with Buyer's requirements and Supplier shall keep records of all inspection and testing data and, with respect to

Products, samples of each lot shipped, for two (2) years after delivery. Unless otherwise agreed by Buyer in writing, Supplier will deliver to Buyer a certificate of analysis as to specifications approved by Buyer with respect to each Product lot shipped. If as a result of inspection or testing Buyer is not satisfied that the Products comply in any and all respects with the Purchase Agreement, and so informs the Supplier, the Supplier shall take such steps as are necessary to ensure compliance prior to dispatch. Buyer shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

9. SERVICES

Supplier shall perform the Services with due skill and care, using the proper materials and employing sufficiently qualified staff. Supplier shall be fully liable for the acts and omissions of any and all third parties with which it has contracted in connection with the Services as permitted under the Purchase Agreement. Only written confirmation by Buyer shall constitute acceptance of the Services performed. Buyer shall promptly notify Supplier of such rejection, and Supplier will, at its own expense, carry out the necessary corrections, additions and modifications reasonably requested by Buyer in writing within thirty (30) days of such notification.

10. PRICE AND PAYMENT

The price of the Products and Services shall be the price set out in the Order. Unless otherwise agreed in writing (i) the price of the Products and Products is exclusive of value added tax (VAT), income and local sales, use, excise, or other taxes but includes the costs of packaging, insurance and carriage of the Products; (ii) payment terms are 45 days net. No extra charges of any kind shall be effective unless agreed in writing by Buyer. Supplier agrees that Buyer has been given most favored customer status with regard to, without limitation, volume, quality and/or payment terms.

If Supplier offers more favorable terms and conditions to any other customer than are offered to Buyer under the Purchase Agreement, then Supplier will concurrently extend those terms and conditions to Buyer, and the Purchase Agreement, at Buyer's discretion, will be deemed amended to provide those terms to Buyer.

Buyer may at all times set off any amount that Supplier owes to Buyer against any amount that Buyer, or any Buyer affiliate, owes to Supplier.

11. WARRANTY

The Supplier represents and warrants for a period of twenty four (24) months from the date of delivery that: (i) the Products and Services shall correspond with applicable specifications, samples, drawings or other instructions approved by Buyer and will be correct and fit for their intended purpose; (ii) all Products provided will be new and will not be used or refurbished and will be free from any lien encumbrance or charge; (iii) Services will be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures; (iv) the Products and Services do not infringe any third-party Intellectual Property Rights or other rights.

All warranties will be construed as conditions as well as warranties and will not be exclusive. All warranties and service guaranties will run both to Buyer and to its customers.

If Buyer or Buyer's customer identifies a warranty problem with Products during the warranty period, Buyer will promptly notify Supplier of such problems and will return the Products to Supplier, at Supplier's expense. Within seven (7) Business Days of receipt of the returned Products, Supplier shall, at Buyer's discretion, either (i) repair or replace such Products, (ii) perform all Services necessary to correct any nonconformity of the Services; or (iii) refund the purchase price of the nonconforming Products and/or Services and any related costs incurred by Buyer. Replacement and repaired Products and Services performed anew will be warranted for the remainder of the warranty period or six (6) months, whichever is longer. Should the Supplier fail to replace or remedy the Products or perform the Services, within a reasonable time after notice, Buyer reserves the right to repair or replace such defective

Products or perform Services by itself or by engaging a third party, at Supplier's cost.

12. MANUFACTURING CHANGES

The Supplier shall advise Buyer in writing sixty (60) Business Days in advance of all the proposed changes in the specification or method of construction of the Products supplied including but not limited to changes in form, fit or function, service life, reliability, maintainability, interchangeability or safety.

13. SPARES SUPPORT

All Orders are placed by Buyer on condition that spare parts and identical replacements for the Products will be available to Buyer at fair and reasonable prices for a period of ten (10) years from the date of the Order.

14. CONFIDENTIAL INFORMATION

The Supplier shall at all times, both during the term of the Purchase Agreement, and for a period of five (5) years after its termination, keep in strict confidence all technical or commercial information, know-how, specifications, drawings, inventions, processes or initiatives or any other information in any form which have been disclosed to the Supplier by or on behalf of Buyer ("Confidential Information") and the Supplier shall restrict disclosure of such Confidential Information to such of its employees, agents or sub-contractors as need to know the same for the purposes of discharging the Supplier's obligations to Buyer and shall ensure that such employees, agents or subcontractors are subject to the same obligations of confidentiality as bind the Supplier. Supplier shall obtain Buyer's written consent prior to any publication, presentation, public announcement, or press release concerning its relationship as a supplier to Buyer. Supplier will immediately give notice to Buyer of any unauthorized use or disclosure of the Confidential Information. Supplier agrees to assist Buyer in remedying such unauthorized use or disclosure of the Confidential Information. This obligation will not apply to the extent that Supplier can demonstrate (i) the disclosed information at the time of disclosure is part of the public domain; (ii) the disclosed information became part of the public domain, by publication or otherwise, except by breach of the provisions of the Purchase Agreement; (iii) the disclosed information can be established by written evidence to have been in the possession of the Supplier at the time of disclosure; or (iv) the disclosed information is received from a third party without similar restrictions and without breach of the Purchase Agreement.

15. BUYER'S MATERIAL

Supplier acknowledges that all materials, drawings, models, specifications and other documents supplied by Buyer to Supplier ("Buyer's Material") and all rights in Buyer's Materials are and shall remain Buyer's exclusive property. Supplier shall keep Buyer's Material in safe custody at Supplier's own risk, maintain them in good condition until returned to Buyer, and not dispose or use the same other than in accordance with Buyer's written instructions or authorization.

16. INTELLECTUAL PROPERTY

If any Products and/or Services, including, without limitation, any products, processes or business methods arise out of any research or development that is funded by Buyer, then all Intellectual Property Rights arising therefrom, including, without limit, new technologies that are developed under such funding and all Intellectual Property Rights in and to the same, will vest solely and absolutely in Buyer. Any and all Buyer owned or licensed Intellectual Property Rights including, without limit, designs, drawings, processes and developments which may be supplied to the Supplier pursuant to any Order will remain the sole and undivided property of Buyer and/or its licensors. The Supplier will use such Intellectual Property Rights only for the purposes of performing its obligations under the Purchase Agreement and not otherwise. The Supplier will require its employees, sub-contractors and agents to sign all papers and do such acts and things as are reasonably necessary for Buyer to secure title in, and to pursue formal patent grant or registration of, any Intellectual Property Rights arising out of or in connection with any Order as contemplated by this clause.

17. INDEMNITY

The Supplier shall indemnify in full and defend at its own expense Buyer, its officers, directors, shareholders, employees, agents, customers and assigns from and against all claims, suits, actions, proceedings, damages, losses and expenses, including attorneys' fees, arising out of, related to, or resulting from without limitation: (i) breach of any representation, warranty, certification, covenant given by the Supplier in relation to the Products or the Services; (ii) any act or omission of the Supplier or its employees, agents or sub-contractors in manufacturing, supplying, delivering and installing the Products; (iii) any act or omission of any of the suppliers personnel in connection with the performance of the Services; (iv) resulting directly or indirectly from any claim by a third party that the Products infringe, or their importation, use or resale, infringes, the patent, copyright, design right, trade mark or other Intellectual Property Rights of any other person, except to the extent that the claim arises from compliance with any specification supplied by Buyer. Supplier shall, at its expense, defend any actions arising from infringements or alleged infringements of its Intellectual Property Rights in connection with the Products and/or Services and Supplier undertakes to indemnify Buyer against any costs which Buyer incurs in connection with such actions, provided that Buyer gives Supplier all appropriate information and assistance and he sole authority to defend or settle any legal proceedings at Supplier's expense. In the event that Supplier or Buyer has reason to believe a claim under clause 11(iv) above "infringement of third-party Intellectual Property Rights or other rights" is likely to be made against Buyer and its officers, employees, agents, contractors, affiliates and customers, Supplier shall promptly and at its sole expense (a) procure for Buyer the right to continue using the Products or incorporated Services, or (b) replace the Products with non-infringing products, having the equivalent or better functionality, features, and performance; or (c) modify the Products and/or Services so that they become non-infringing while maintaining the equivalent or better functionality, features, and performance. Supplier further agrees to indemnify Buyer for all judgments, settlements, expenses and legal fees that Buyer incurs arising from such claims, including, if Supplier fails to defend, legal fees and expenses of enforcement of this indemnity.

18. INSURANCE

During the term of the Purchase Agreement and for a period of twelve (12) months thereafter, the Supplier shall at its own expense maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover such heads of liability as may arise under or in connection with the Purchase Agreement, and shall, at Buyer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

19. COMPLIANCE WITH LAWS

Supplier represents, warrants, certifies and covenants that: (i) Supplier will comply with all applicable laws, rules, regulations and orders in performing its obligations including, but not limited to, environmental, health and safety laws and regulations, anticorruption or anti-bribery laws and regulations, as well as laws and regulation with regard to equal employment opportunity, (ii) Supplier will take appropriate actions to provide a safe and healthy workplace, and to protect local environmental quality and conserve natural resources in all of its activities and those of its suppliers and contractors, and for Products supplied to Buyer, in accordance with the applicable laws and regulations; (iii) any product supplied is in strict conformity with legislative norms of export compliance control, dual usage control and licensing and those of restricted chemical substances (iv) any service provided complies with national implementing legislation. Supplier shall provide Buyer with the name of the substance as well as with sufficient information to allow Buyer to safely use the Products or fulfill its own obligations; (v) no products transferred have been or will be produced utilizing forced, indentured or convict labor or utilizing the labor of persons in violation of the laws governing minimum working age, minimum wage, hours of service, and overtime in the country of manufacture; (vi) all products transferred are in compliance with the EU Directive 2002/96/EC on Waste Electrical and Electronic Equipment (WEEE Directive);

(vii) it has and maintains all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Purchase Agreement Supplier will provide Buyer with a completed Material Safety Data Sheet (viii) Supplier represents and warrants that (A) it is aware of, understands, and will comply with all applicable country laws and regulations relating to anticorruption and anti-bribery; (B) as long as it is conducting business with Buyer or Buyer's affiliates, it will not, directly or indirectly, on behalf of Buyer or Buyer's affiliates promise, offer, solicit, authorize, give or receive a bribe, or other corrupt payment, item or service of value, or any other corrupt advantage, whether in cash or in kind, in relation to the performance of the Purchase Agreement; (ix) it will comply with the BICO Group Code of Conduct for Business Partners ([Code of Conduct](#)), which is based on the UN Global Compact. The Supplier will indemnify Buyer or Buyer's Affiliates and its representatives from any loss, liability or expense arising out of, or related to, any breach of its obligation under this section, and this section shall survive the termination of this Agreement.

20. EXPORT CONTROL LAWS

The Supplier acknowledges that any information provided to or received by it in accordance with or in relation to the Purchase Agreement may be subject to export control laws and regulations including, without limitation the United States Department of State International Traffic in Arms Regulations ("ITAR") and the United States Department of Commerce Export Administration Regulations ("EAR"). The Supplier agrees that it will strictly comply with (i) all applicable export control laws and regulations including, without limitation, all codes of conduct, relevant export license(s), agreements, guidelines, notices and instructions in relation to any use, export or transfer of information and (ii) all requests and requirements of Buyer for the same purpose. The Supplier warrants and undertakes that it will not use or permit the use of, export or transfer (by any means, electronic means or otherwise), any information or Products and/or Services which are subject to export control laws and regulations without complying in all respects with the applicable export control laws and regulations including, without limitation, all codes of conduct, relevant export license(s), guidelines, notices and instructions in relation to any use, export or transfer of information or Products and/or Services. In the event the Supplier breaches any of the provisions of this Section 20 the Supplier shall indemnify Buyer with respect to all losses, damages, claims, compensation, awards, expenses (including without limitation legal fees), fines and judgments incurred by Buyer as a result or as a consequence of such breach.

21. DATA PROTECTION

Each Party shall process personal data in accordance with the Data Protection Legislation, which includes applicable data protection legislation including the General Data Protection Regulation EU 2016/679 (GDPR) and any national implementing laws, regulations and secondary legislation as amended from time to time. Terms used throughout this clause such as "personal data" and "processing" are as defined in the Data Protection Legislation. Personal data processing will be accomplished through electronic and non-electronic means, for the purpose of the Purchase Agreement. Each Party shall in respect of any personal data of the other Party processed under the Purchase Agreement maintain such personal data under appropriate, commercially reasonable and sufficient technical and organizational security measures to protect such personal data or information and both Parties warrant to have taken all appropriate registrations under relevant EU Data Protection Legislation.

Each Party may transfer personal data outside of the European Economic Area (EEA) in order to perform the Purchase Agreement, other legal obligations and/or for other legitimate interests, provided that such transfer is made in accordance with Data Protection Legislation by use of the European Commission approved Model Contract Clauses. Buyer's privacy policy shall apply to Orders placed, which can be found on Buyer's website.



22. SUPPLIER SECURITY AND CRISIS MANAGEMENT POLICY

Supplier shall have and comply with, and at Buyer’s request provide Buyer with a copy of, Supplier’s security and crisis management policy. Supplier shall revise and maintain the policy proactively, and as may be requested by Buyer, in anticipation of security and crisis risks relevant to the Supplier’s business. Supplier’s policy, at a minimum, shall identify, and require the taking, by Supplier’s management and employees, of the measures necessary to ensure the physical integrity and security of all shipments against the unauthorized introduction of harmful or dangerous materials. Buyer reserves the right to conduct on-site audits of Supplier’s facility and practices to determine whether such policy and Supplier’s implementation of such policy are reasonably sufficient to protect Buyer’s interests. If buyer reasonably determines that Supplier’s security and crisis management policy and/or such policy implementation is/are insufficient to protect Buyer’s property and interests, Buyer may give Supplier notice of such determination. Upon receiving such notice, Supplier shall have thirty (30) days thereafter to make such policy changes and take the implementation actions reasonably requested by Buyer. All costs associated with development and implementation of Supplier’s security and crisis management plan and Buyer’s recommendations thereto shall be borne by Supplier. In addition, Supplier agrees that it will review the requirements of applicable national security programs and will (i) maintain a written plan for security procedures in accordance with the recommendations of such programs; and (ii) inform Buyer of its membership status and any changes thereto, relative to such programs.

23. AUDIT

The Supplier agrees to give Buyer access to Supplier’s premises and those premises where the work is performed in connection with the Products and/or Services, and to Supplier’s books and records relating to the Purchase Agreement, for the purpose of auditing Supplier’s compliance with the requirements of the Purchase Agreement and to provide all necessary facilities and assistance for such audit to take place.

24. FORCE MAJEURE

Neither party will be liable for any failure or delay which might be due, in whole or in part, directly or indirectly, to any contingency, delay, failure, or cause of any nature beyond the reasonable control of such party, including without limitation, fire, explosion, earthquake, storm, flood or other weather, unavailability of necessary utilities or raw materials, strike, lockout, war, insurrection, riot, Act of God or the public enemy, law, act, order, export control regulation, proclamation, decree, regulation, ordinance, or instructions of government or other public authorities, or judgement or decree of a court of competent jurisdiction. In the event of the happening of such a cause, the party whose performance is so affected will give prompt, written notice to the other party, stating the period of time the same is expected to continue. The time for performance by either party shall be extended for a period equal to any delay caused by unforeseeable causes. In the event such delay goes on for more than sixty (60) days, Buyer may cancel the purchase order for convenience without notice.

25. TERMINATION

Buyer shall be entitled to cancel the Purchase Agreement in respect of all or part of the Products and/or the Services by giving notice to the Supplier at any time prior to delivery or performance. If Buyer terminates for convenience (i) with thirty (30) days prior notice, no termination charges will apply; (ii) with less than thirty (30) days prior notice, Buyer’s sole liability shall be to pay to the Supplier a fair and reasonable price for the Products delivered or in a deliverable state or Services provided at the date when such notice is given but in no event shall payment exceed the value of the Order; such compensation shall not include loss of anticipated profits or any consequential loss.

Buyer may terminate the Purchase Agreement by written notice having immediate effect if: (i) the Supplier becomes insolvent or unable to pay its debts as they mature in the ordinary course of business or makes an assignment for the benefit of its creditors; or (ii) any proceedings are commenced against the Supplier under any bankruptcy, insolvency or

debtor’s relief law and such proceedings are not vacated or set aside within sixty (60) calendar days from the date of commencement thereof; (iii) the Supplier undergoes a material change in the management, ownership or control, impacting adversely on the performance of the Purchase Agreement: the Supplier shall notify Buyer immediately when any such change of control occurs.

Buyer may terminate the Purchase Agreement by written notice to the Supplier with immediate effect if the Supplier is in breach of the Purchase Agreement and: (i) the Supplier has not remedied the breach to the satisfaction of Buyer within thirty (30) days after service of written notice specifying the breach and requiring it to be remedied; or (ii) the breach is not capable of remedy ; or (iii) the breach is a fundamental breach of contract which includes breach of Sections 14, 16, 17, 19 and 20 hereof. In case of termination for a breach Buyer may procure at Supplier’s expense substitute products or services and Supplier will be liable to Buyer for any excess costs incurred by Buyer Supplier shall compensate Buyer for any damages suffered by Buyer as a result of Supplier’s breach of Sections 14, 16, 17, 19 and 20 hereof.

Upon termination the Supplier shall immediately: (i) discontinue any work under the Purchase Agreement as directed in the notice; (ii) Buyer’s Materials or materials prepared by Supplier specifically in connection with the Products or Services supplied to Buyer will remain/become Buyer’s property and be delivered to Buyer, upon termination of the Purchase Agreement. Supplier hereby assigns any and all rights that it has in and to all such documents and materials to Buyer. Termination of the Purchase Agreement, however arising, shall not affect any of the parties’ rights and remedies that have accrued prior to termination.

26. GENERAL

Governing law. These Terms and Conditions shall be governed by and construed in accordance with the substantive laws of the country in which the BICO Company is located. If in the United States, the law of the State of Delaware shall apply.

Disputes. Any dispute or claim arising out of or in connection with the Purchase Agreement, shall be resolved exclusively by submitting such dispute to binding arbitration at the location and pursuant to the applicable organization/rules set forth below, determined by the country in which the BICO Company being party to the Purchase Agreement is located, or if such country is not listed, then “Sweden” shall apply. Without prejudice to the foregoing, to the extent possible and permissible under applicable law, each party shall always be entitled to initiate proceeding with local courts and other relevant authorities in any country in order to (i) protect its Intellectual Property Rights or (ii) seek immediate equitable or injunctive relief.

	Sweden	Germany	USA
Location of Arbitration	Gothenburg	Frankfurt	Delaware
Arbitral Organization /Rules	Rules of the Arbitration Institute of the Stockholm Chamber of Commerce	Arbitration Rules of the German Institution of Arbitration (DIS)	American Arbitration Association (“AAA”); Commercial Arbitration Rules.

Relationship of the Parties. The Parties are independent contractors. There is no relationship of agency, partnership, joint venture, employment, or franchise between the Parties in any way. Neither Party nor its employees have the authority to bind or commit the other Party in any way or to incur any obligation on its behalf.

Assignment and subcontracting. Buyer may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Purchase Agreement. Supplier may not assign, transfer, charge, subcontract or deal in any other manner with any or all of Supplier’s rights or obligations under the Purchase Agreement without Buyer’s prior written consent.

Notices. Any notice or other communication given to a party under or in connection with the Purchase Agreement shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place



of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post, recorded delivery or commercial courier. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

Severance. If any court or competent authority finds that any provision of these Terms and Conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms and Conditions shall not be affected. If any invalid, unenforceable or illegal provision of the Purchase Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

Waiver. A waiver of any right or remedy under the Purchase Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Purchase Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

Third Party Rights. A person who is not a party to the Purchase Agreement shall not have any rights under or in connection with it.

Survival of Terms. The provisions of the Purchase Agreement which expressly or by implication survive expiration or termination thereof shall continue in full force and effect until all obligations are satisfied.

Language. Should the BICO Group's General Terms & Conditions of Purchase or a Purchase Agreement be translated into another language than English, the English version shall prevail in case of inconsistency.