



General purchasing conditions of AB Stadex

I General Provisions

General

1. 'Stadex' is defined as AB Stadex, company registration number 556552-2470, with registered address at Kopparbergsgatan 31, 214 44 Malmö, Sweden and/or an affiliated company.
2. The 'supplier' is defined as the party that delivers goods and/or services to Stadex.

Price, payment and security for advance payment

3. All costs to be incurred by the supplier in connection with the conclusion of an agreement with Stadex are for the supplier's account.
4. The agreed price is "all inclusive" and therefore includes, among other things, all costs and rights relating to packaging, inspections, tests, certificates, levies, etc. For the provision of services, the price includes, among other things, travel and accommodation expenses, travelling hours, office costs, meal costs and other overhead costs. Third-party costs may only be charged on with Stadex's prior consent.
5. Payment is made in arrears, after delivery of the goods and/or the performance of the services, with a payment term of 60 days following receipt of a correctly specified invoice, with the correct Stadex references, unless there is a shortened payment term prescribed by the law, in which case the shortened term will apply.
6. Stadex's payment of the invoice in no way implies the waiver of any right under the agreement, these conditions or the law. Payment cannot be regarded as any acknowledgement by Stadex of the soundness of the goods delivered or services rendered and does not relieve the supplier of any liability in this respect.

II Delivery of goods

7. The articles 8 to 26 are applicable in addition to the aforementioned articles of section I and apply to agreements under which Stadex purchases goods from the supplier.

Delivery and packaging

8. Unless otherwise agreed, delivery will be made on a DDP basis (Delivered Duty Paid, in accordance with the Incoterms 2020) at the place indicated by Stadex.
9. If goods are delivered in bulk (bulk goods), Stadex is entitled to calculate the price of the delivery on the basis of the measurements made by Stadex on its own measuring and weighing bridges and calibration tables or those it has designated for this purpose.
10. The goods to be delivered must be packed in accordance with all applicable national and international regulations and guidelines, and in accordance with Stadex's instructions. The packaging must be such that the goods are protected against external influences.
11. Unless otherwise agreed, the delivery period commences when the agreement is concluded. Agreed delivery terms and delivery dates are firm deadlines and dates.

Transfer of risk and ownership

12. The supplier guarantees that the full and unencumbered ownership of the goods is delivered.
13. The goods to be delivered remain at the expense and risk of the supplier until they have been accepted in writing by Stadex.



14. Ownership passes from the supplier to Stadex at the time of delivery, unless otherwise agreed or if the goods are rejected by Stadex in accordance with article 16 ff. (inspection and quality control). If goods are rejected, those goods remain the property of the supplier. If partial payment or payment in full has already been made by Stadex, ownership will transfer in full to Stadex at the time of this payment.

Documentation, parts and tools

15. At the same time as the goods to be delivered, the supplier shall also deliver and transfer ownership of the following:
 - a. All accompanying documents, such as drawings, manuals, certificates and test reports.
 - b. All computer programs and user rights belonging to the goods.
 - c. All tools and spare parts belonging to the goods.
 - d. All other items which, according to generally accepted standards, belong to the goods.

Inspection and quality control

16. Stadex has the right to inspect, check or test goods delivered or to be delivered, either by its own actions or by engaging a third party, regardless of where the goods are located, and the supplier will cooperate in this.
17. The costs of the inspection, checking and testing shall be borne by the supplier if it appears that the goods do not meet the specifications or requirements as mentioned in articles 24 and 25 (warranty).
18. Stadex can request a sample of the item to be delivered or delivered, free of charge.
19. The supplier acknowledges that Stadex is not obliged to carry out an entry inspection and the failure to carry out an entry inspection shall not affect Stadex's rights.
20. Stadex may reject the goods if they do not meet the specifications, the provisions of these conditions or warranties mentioned in article 24 and 25. Stadex may, at its sole discretion, reject all or part of a shipment or production batch.
21. If Stadex rejects goods, it will not be liable for any payment for the rejected part of the delivery.
22. Stadex will store the rejected goods (or have them stored) at the expense and risk of the supplier and the supplier is obliged to reimburse Stadex for all costs in connection with this.
23. The supplier will collect the rejected goods within two days of being requested to do so by Stadex, or indicate to Stadex what should be done with the rejected goods. If Stadex does not receive any instructions, Stadex may act as it deems appropriate with regard to the rejected goods. All costs relating to the rejected goods shall be reimbursed by the supplier to Stadex on first request, without prejudice to Stadex's right to compensation.

Warranty

24. The supplier guarantees that the goods and the accompanying documents, parts and tools (article 15) meet the specifications, characteristics and requirements that have been agreed and that can be made or are customary in the trade for these goods.
25. The supplier guarantees that the items are suitable for their intended purpose and can be used and processed for that purpose and are of high and durable quality. The Supplier shall bear all costs that must be incurred to remedy the defects under the warranty or non-conformity, including but not limited to material costs, transport costs, travel and accommodation costs, assembly and disassembly costs and other labour costs.



III Provision of services and completion of orders

26. Articles 27 to 32 apply in addition to the aforementioned articles of Section I and are applicable to agreements relating to the supply of services and/or the execution of assignments that Stadex obtains from or through the supplier.

Implementation

27. The supplier must provide the service and/or complete the order as agreed and within the agreed term. Agreed delivery terms and delivery dates are firm deadlines.

28. When, in the opinion of the supplier, the work has been completed, the supplier informs Stadex of this in writing. Within 14 days of this notification, Stadex will indicate to the supplier whether or not it accepts the goods or services delivered. Taking a work into use cannot be regarded as its acceptance. By accepting the work in writing, Stadex's rights with regard to any deficiencies do not lapse, regardless of whether it knew or should have known of those deficiencies at the time of acceptance and regardless of whether or not it reported them to the supplier.

Warranty

29. The supplier guarantees that the services performed are in accordance with the terms and specifications of the agreement, including all changes agreed in writing, work orders and related documents.

30. The supplier guarantees that the services and work will be performed in a professional and careful manner, in accordance with generally accepted professional standards, procedures and practices and legal requirements and conditions.

31. The supplier guarantees that all work will be carried out in compliance with all legal requirements concerning the payment of social security contributions and taxes, safety, environment, hygiene, etc. All fines and damages resulting from non-compliance with these provisions shall be borne by the supplier.

IV Other provisions

32. Articles 33 ff. apply to both agreements for the supply of goods (Section II) and agreements for the provision of services and/or the completion of orders (Section III). Where inconsistencies arise between those Articles and the Articles of Section II or III, Section II or III shall prevail.

Documentation and specifications

33. All drawings, designs, models, moulds, documentation, software, specifications etc. (hereinafter referred to as "documentation and specifications"), in whatever form, made available by Stadex to the supplier, remain the property of Stadex.

34. The supplier is obliged to return this documentation and specification at Stadex's first request, but in any event on termination of the agreement.

35. The supplier is obliged to keep the documentation and specifications in good condition. The supplier is responsible for any damage to the documentation and specifications.

36. The supplier must clearly identify the documentation and specifications received as the property of Stadex and immediately inform Stadex of any loss of the documentation and specifications.

37. The supplier shall not use the documentation and specifications for purposes other than those for which they have been made available and shall not reproduce them, either in whole or in part, make them available to third parties or make them available for inspection by third parties, in any way whatsoever.



Intellectual and industrial property rights

38. The supplier guarantees that the goods delivered and the services rendered, including their use, are free of and do not infringe any intellectual or industrial property right (belonging to a third party) and indemnifies Stadex at its first request against claims from third parties and shall fully compensate Stadex for damage and costs in connection with those claims.

Confidentiality

39. The supplier is obliged to protect the secrecy of everything that becomes known to him concerning the business of Stadex in the context of the performance of the agreement, all this in the broadest sense, and to stipulate the same with regard to personnel and/or third parties that he involves in the performance of the agreement.
40. The supplier is prohibited from using any information relating to Stadex's business, including product specifications and manufacturing processes, except where and to the extent necessary for the performance of the agreement with Stadex.
41. The supplier shall refrain from any form of publicity with regard to the agreement or the cooperation.

Responsible Sourcing

42. During the execution of the agreement, the supplier adheres to "Stadex's "Responsible Sourcing Policy (RSP)", and acts in accordance with this policy at all times. The current version of this policy can be found on www.Stadex.se under downloads.

On-site instructions

43. The supplier must at all times comply with the rules and regulations that apply at the Stadex locations.

Indemnification

44. Stadex is not liable for any losses suffered by the supplier, of whatever nature, in whatever way arising during the negotiation and performance of the agreement. Nor is Stadex liable for any losses, of any nature, in whatever way arising from employees of the supplier or third parties engaged for the performance of the agreement. At Stadex's first request, the supplier shall indemnify Stadex against claims of third parties in connection with the actual or potential agreement and shall fully pay Stadex's damages and costs in connection with those claims and shall compensate Stadex at Stadex's first request insofar these claims are attributable to the supplier.

Insurance

45. Without prejudice to the Supplier's liability, the Supplier shall adequately insure itself and keep itself insured for any compensation obligations under the agreement. The Supplier shall provide Stadex with an insurance certificate on first request showing that the Supplier has complied with the aforementioned obligation.
46. The supplier will take out and maintain general liability insurance (hereinafter referred to as GLI) and professional liability insurance, with coverage customary in the market. The minimum insurance limit is € 5,000,000. The premium and any deductibles for these insurances are for the account of the Supplier. The GLI will also provide cover for the supervision risk.



Force Majeure

47. If and to the extent that either party's performance of its obligations under this agreement is impeded by circumstances beyond its reasonable control that it could not reasonably have been expected to have taken into account at the time the agreement was entered into or to have avoided or overcome the effects of, including, but not limited to, general labour disputes, war, fire, lightning, flood, pandemics, epidemics, quarantine, virus outbreaks, acts of terrorism, amendments to regulations issued by governmental authorities, intervention by governmental authorities, such party shall be released from liability in damages for delay in performing or failure to perform such obligations. The party wishing to claim relief by reason of any circumstance as referred to in this article shall without undue delay notify the other party in writing. If such notice is not provided without undue delay the right to rely on such circumstance is lost. If performance is prevented for more than one month as a result of any of the circumstances as referred to in this article, the party not affected by force majeure shall be entitled to immediately terminate the agreement by notice in writing.
48. The parties acknowledge that any and all effects of COVID-19 or the ongoing war in the Ukraine shall not constitute a ground for relief pursuant to article 47.
49. The supplier confirms that the supplier is, as of the date of signing of the agreement with Stadex or as of the date of confirming a relevant purchase order from Stadex, not aware of any event or circumstance, that would entitle the supplier of relief pursuant to article 47.

Termination

50. Stadex has the right to terminate the agreement by means of a written statement, with immediate effect, if:
 - a. the supplier fails to meet his obligations arising from or otherwise related to the agreement or meet them in full, on time or properly.
 - b. the supplier is declared bankrupt or has been granted suspension of payment, has filed for suspension of payment or bankruptcy, liquidates his business, offers a settlement, if all or some of his assets are seized or he is otherwise found to be insolvent;
 - c. significant material changes are made to the direct or indirect ownership or control relationships in the supplier's business.In these cases Stadex retains all of its rights to compensation of costs, damages and interest.
51. Stadex is entitled to terminate the agreement at any time, for whatever reason, subject to a reasonable notice period. Proven unavoidable direct costs made by the supplier will be compensated up to the moment of termination.
52. Stadex is not liable for any damages whatsoever in the event of premature termination.

Applicable law and disputes

53. Swedish law applies to all obligations between Stadex and the supplier, including those arising from unlawful acts, to the exclusion of the Vienna Sales Convention.
54. 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 in accordance with the Arbitration Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Malmö, Sweden. The language of the arbitration shall be English (unless otherwise agreed by the disputing parties).
55. All arbitral proceedings conducted pursuant to article 54, 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.