

## Husqvarna's General Terms and Conditions for Purchase of Goods and/or Services

### Validity

These general terms and conditions ("General Terms") shall apply to any supply of goods and/or services specified in a separate agreement or purchase order (agreement and/or purchase order and these General Terms are together referred to as the "Agreement") where reference is made to these General Terms, insofar as they are not amended by a purchase order or by a written agreement between the parties. These General Terms shall apply irrespective of any provisions to the contrary that may appear on an order, invoice or other document issued by Supplier and prevail over other pre-printed terms or conditions contained in either party's documentation or exchanged between the parties. Reference to "Husqvarna" in these General Terms refers to any company within the Husqvarna Group.

### Prices and Payment

The agreed prices are fixed and no additional charges, surcharges or fees of any kind or any other price adjustment shall be made without the prior written consent from Husqvarna. Unless otherwise agreed between the parties or stipulated by mandatory law, payment shall be made within sixty (60) days from the date of invoice, though Husqvarna cannot be invoiced until all provisions of the Agreement have been fully performed and complied with. Payment shall be made by credit transfer to the bank account supplied in writing by Supplier.

Undisputed payments which are overdue shall incur an interest rate equal to the inter-bank lending rate applied for the currency in which the overdue payment shall be payable.

### Delivery

It is of utmost importance for Husqvarna that all deliveries are made on time. In case of an anticipated late delivery Supplier is obliged to immediately inform Husqvarna. Supplier shall indemnify and hold Husqvarna harmless from any loss, damage or cost arising out of a late delivery.

Risk of loss for all goods supplied to Husqvarna hereunder (and the obligation to provide insurance for such goods) shall pass to Husqvarna in accordance with the INCOTERMS (2010) trade term referenced in the Agreement or, if such trade term is not referenced, upon delivery to Husqvarna at Husqvarna's facility or designated warehouse. Notwithstanding the applicable delivery term (Incoterm), title to all goods supplied shall not pass to Husqvarna until such goods are received at Husqvarna's facility or designated warehouse.

### Warranty

Supplier warrants that all goods and services ordered or provided under the Agreement (a) will conform in all respects with the specifications; (b) will be free from any defects in material, design and workmanship; (c) will be performed in a first class, professional and workmanlike manner; (d) shall be merchantable and reasonably fit for the purpose for which they are intended; (e) do not infringe any patents or other intellectual property rights of a third party; (f) comply with relevant laws, standards and regulations and (g) are free and clear from any encumbrances or rightful claim of any third party, (a-g above collectively referred to as the "Warranty").

The above mentioned Warranty shall be in addition to warranties implied by law and shall survive delivery and inspection of all or a part of the goods or services. This warranty clause shall extend to Husqvarna and its subsidiaries, affiliates and parent corporation as well as to their successors and assigns and to its customers distributors, dealers, agents and to its users and consumers. This warranty shall survive indefinitely.

### Breach of Warranty

If there is a breach of Warranty Supplier shall indemnify and hold Husqvarna harmless from any loss, damage or cost arising out of the breach.

Goods may either be held by Husqvarna or returned to Supplier at Supplier's risk and cost and the purchase price shall be repaid by Supplier. Replacement of goods shall only be made if Husqvarna issues a new purchase order.

### Intellectual Property Rights

All rights connected to any performed services are hereby immediately, exclusively, fully, finally and totally transferred to Husqvarna, regardless of whether the services have been performed or payment has been made. Supplier shall to a reasonable extent assist Husqvarna in acquiring legal protection for any intellectual property that is transferred to Husqvarna, including signing assignment documents.

Husqvarna and its affiliates, distributors, dealers, agents and customers are granted an irrevocable, non-exclusive, royalty-free right and unlimited license to use all intellectual property related to the goods, included but not limited to, use, rebuild and sale of the goods that are supplied in accordance with the Agreement in any way whatsoever.

Husqvarna shall retain full rights in and to any and all of its intellectual property rights, know-how and related rights and nothing in this General Terms shall be construed as an implied license to any such rights to Supplier.

### Product liability and Insurance

Supplier shall, without any limitation in time, defend, indemnify and hold Husqvarna harmless from and against all damages, losses, costs, expenses and claims that arise due to a defect in the goods or services that has caused personal injury, property damage or any other type of damage or injury.

Supplier shall have insurance coverage reasonably satisfactory to Husqvarna and shall upon Husqvarna's request provide a copy of such insurance policy to Husqvarna.

### Legal relationship between the parties

Husqvarna and Supplier are independent contracting parties and Supplier may not act on behalf of Husqvarna or act as if Supplier was entitled to act on behalf of Husqvarna.

With reference to any supply of services, Supplier confirms that it performs services for customers other than Husqvarna and that it is registered for tax, evidence of such registration shall be provided to Husqvarna upon request.

### Sub-contractors

Supplier may not sub-contract any part of the services without a prior written consent from Husqvarna. Supplier is responsible for its sub-contractors' actions and failure to act, as for its own.

### Premature termination

Husqvarna shall have the right to immediately terminate any and/or all purchase orders/agreements if Supplier should commit a breach or non-performance of essential importance to Husqvarna or if there is a reason to assume that Supplier is or will become insolvent.

### Documentation

When the Agreement is terminated for any reason or upon complete delivery, Supplier shall deliver a copy of the full documentation related to the goods and/or services to Husqvarna.

### **Force Majeure**

A party shall be excused from its obligations under this Agreement to the extent its performance is prevented by earthquake or other earth movement, flood or other natural disaster; hurricane, tornado, torrential rain or other materially adverse weather conditions; strike, lockout or other industrial disturbances; war, riot, sabotage, act of public enemy, terrorist act or gang violence; blockade, bomb blast or other explosion; fire; nuclear fall-out; or governmental action, which prevent performance.

If a party fails to perform its duties in the Agreement due to force majeure event for a period exceeding one (1) month, the other party may terminate any and/or all Agreements with Supplier immediately by written notice.

### **Confidentiality**

All commercial, financial and technical information, know-how and experience which Supplier may derive from Husqvarna during the co-operation hereunder shall be confidential and proprietary information of Husqvarna, and the Supplier shall at all times use all reasonable effort to prevent its disclosure to all third parties except affiliated companies on an as needed basis. This undertaking shall not apply to information which (i) is or becomes public knowledge otherwise than by unauthorized disclosure in breach of this Agreement, (ii) is obtained by Supplier from a third party who is not under any duty of confidentiality with respect thereto and did not obtain it by unauthorized disclosure, (iii) is independently known or developed by the Supplier without any reference to such information or (iv) is required to be disclosed by law or a listing agreement to which Supplier may be bound. The confidentiality obligations stated herein shall survive the termination of the purchase order and/or agreement for a period of five (5) years.

### **Code of Conduct**

Supplier shall adhere and act in accordance with Husqvarna's Code of Conduct, as found at <https://purchasing.husqvarnagroup.com/general-requirements>, which is incorporated herein by reference. The requirements on Supplier under Husqvarna's Code of Conduct are further detailed in Husqvarna's Supplier Code of Business Ethics, as found at <https://purchasing.husqvarnagroup.com/general-requirements>, which is incorporated herein by reference. Supplier understands that Husqvarna follows a risk-based assessment process that requires Husqvarna's suppliers to pass reputational, trade sanction, sustainability and similar reviews prior to commencement of a contractual relationship and periodically throughout the parties' business relationship. Supplier understands and agrees that it will promptly respond to information requests by Husqvarna, or by a Husqvarna designated third party, to enable Husqvarna to make such reviews as it deems necessary.

### **Antibribery and Corruption**

Supplier is strictly prohibited from engaging in bribery and corruption in any form, including acts that violate the UK Bribery Act and the Foreign Corrupt Practices Act. All business and interactions with Government Officials and Representatives, including direct or indirect sales to government and state-owned entities, must comply with bribery and corruption laws. Supplier has not and will not, directly or indirectly, offer, promise, authorize, solicit, pay or give anything of value to any individual to improperly influence acts, decisions, or omissions of any Government Official, Government representative, or private entities. Supplier will not induce any individual to act improperly to obtain or retain business or intending to secure an improper business advantage. Local customs and practices that violate bribery and corruption laws are prohibited. Accurate books, accounts and records of all business transactions with and on behalf of Husqvarna are required, including the amount, purpose and recipient. Husqvarna or its representatives retain the right to audit, examine and make copies of Supplier's records related to execution of this Agreement. Supplier will conduct proper due diligence of third parties before they are retained to execute this Agreement. Supplier will strictly prohibit third parties from engaging in bribery and corruption in all forms. Supplier will disclose any knowledge

or suspicion of bribery or corruption arising in the execution of this Agreement to Husqvarna. Supplier will fully cooperate in any investigation of bribery or corruption allegations arising from the performance of this Agreement. If Supplier breaches this provision, Husqvarna may terminate this Agreement without penalty or further compensation. Supplier shall hold Husqvarna harmless and indemnify Husqvarna for all losses and expenses, including repayment of any amount paid to a third-party, related to the breach.

### **Set Off**

Husqvarna shall be entitled to set off any amount owing at any time from Supplier to Husqvarna or any of its affiliated companies against any amount payable at any time by Husqvarna or any of its affiliated companies to Supplier.

### **Waiver**

Any waiver by either Party or a breach of any provision in the Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision. No waiver of any rights under the Agreement shall be effective unless in writing and signed by the party purporting to give the same.

### **Severability**

If any provision of the Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, the other provisions of the Agreement and the remainder of the effective provisions shall continue to be valid. Supplier and Husqvarna agree to replace a void or unenforceable provision with a provision that comes as close as possible to the common intention.

### **Assignment**

Supplier may not wholly or partly assign or pledge its rights or obligations under the Agreement to any third party except with the prior written consent of Husqvarna.

### **Amendments**

Only those amendments and additions to the Agreement that are made in writing and signed by the parties are valid.

### **Governing Law**

The Agreement shall be governed and construed in accordance with the laws of the country in which the Husqvarna company being party to the Agreement is located. It is explicitly agreed that the United Nations Convention on the International Sale of Goods shall not apply. If in the United States, the law of the State of North Carolina shall apply.

### **Disputes**

Any dispute or claim arising out of or in connection with this 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 Husqvarna company being party to the 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 proceedings with local courts and other relevant authorities in any country in order to (i) protect its intellectual property, (ii) protect its tooling, or (iii) seek immediate equitable or injunctive relief.

	<b>Sweden</b>	<b>Germany</b>	<b>USA</b>
Location of Arbitration	Stockholm	Frankfurt am Main	Charlotte, N.C.
Arbitral Organization/ Rules	Rules of the Arbitration Institute of the Stockholm Chamber of Commerce	Arbitration Rules of the German Institution of Arbitration e.V. (DIS)	American Arbitration Association ("AAA"); Commercial Arbitration Rules.

	<b>Brazil</b>	<b>China (P.R.C.)</b>	<b>Japan</b>
Location of Arbitration	City of São Paulo, State of São Paulo	Beijing	Tokyo
Arbitral Organization/ Rules	FIESP (Federation of the Industries of the State of São Paulo)	China Int'l Economic and Trade Arbitration Commission; CIETAC rules	Japan Commercial Arbitration Association, Commercial Arbitration Rules

	<b>UK (United Kingdom)</b>	<b>Poland</b>	<b>Czech Republic</b>
Location of Arbitration	London	Warsaw	Prague
Arbitral Organization/ Rules	LCIA Arbitration Rules	Rules of the Court of Arbitration at the Polish Chamber of Commerce in Warsaw	Rules of Arbitration Court attached to the Czech Chamber of Commerce and Agricultural Chamber of Commerce of the Czech Republic

	<b>Norway</b>	<b>Italy</b>	<b>Canada</b>
Location of Arbitration	Oslo	Milan	Ontario
Arbitral Organization/ Rules	Rules of Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce	The Arbitration Rules of the Chamber of Commerce of Milan	Rules of the International Centre for Dispute Resolution (ICDR) Canada