

1) Definitions

- a) "Service Contract" means any work order, service order, delivery instruction or similar contractual document agreed or issued by the Parties, these Terms and Conditions and all other documents specifically made part of the Service Contract by Trelleborg.
- b) "Services" means the services to be supplied under the Service Contract.
- c) "Trelleborg" means any subsidiary or affiliate of Trelleborg AB named in the Service Contract but not Trelleborg AB.
- d) "Seller" means the contracting party supplying the Services.

2) Binding Service Contract

- a) Service Contracts are binding only if they are issued or confirmed in writing by Trelleborg's Purchasing Department. These Terms and Conditions of Purchase become an integral part of the Service Contract between the Parties once the Service Contract is accepted by Trelleborg.
- b) Payments made or acceptance of Services by Trelleborg is not an acknowledgement of any other conditions than these Terms and Conditions of Purchase or a Service Contract between the Parties.

3) Performance

- a) Seller shall provide all documentation required by Trelleborg, and by the authorities of the country of destination.
- b) Unless otherwise specified in the Service Contract, Services shall be performed at Trelleborg's registered address.
- c) Time is of the essence and the agreed dates for performance are binding.

4) Price and payment terms

- a) The fee sum for the Services shall be as agreed in the Service Contract.
- b) Unless otherwise stated in the Service Contract, the purchase price: (i) is a fixed price and no unilateral price changes are permitted (ii) is exclusive of VAT but inclusive of all other taxes and any duties applicable; and (iii) is inclusive of all other expenses and charges of Seller.
- c) Unless otherwise agreed Trelleborg shall pay for the Services within 60 (sixty) days from the latter of delivery of Services and the receipt of an undisputed and properly raised invoice.
- d) Invoices must state the name of the Seller, the relevant purchase order number, the period to which the invoice relates and the Seller's bank account for payment
- e) If the payment date is not a business day, payment shall be due the next business day thereafter.

5) Changes

- a) Except with Buyer's prior written approval Seller will not make any change to the Services.
- b) Trelleborg reserves the right to cancel any unperformed part of the Services or to request change of the Services and its performance.

6) Warranties

In addition to any other express and implied warranties provided by law or otherwise, Seller warrants to Trelleborg that the Services shall be professionally performed according to agreed standards.

7) Default and Remedies

Seller shall defend, hold harmless and indemnify Trelleborg from and against any and all direct costs and expenses arising from or in connection with any damages, injuries or third party claims or demands to recover for personal injury, death, or property damage caused by or arising out of any of the Services provided by Seller (regardless of whether such claim or demand arises under tort, negligence, contract, warranty, strict liability or other legal theories), except to the extent such injury, damage or loss results from the gross negligence or intentional/willful acts of Trelleborg.

8) Termination

- a) Trelleborg may terminate the Service Contract in whole or in part by (30) thirty days written notice, or immediately for default.
- b) Seller shall be in default if it (i) breaches any warranty or other term of the Service Contract; (ii) fails to perform or threatens not to perform the Services in accordance with the Service Contract; (iii) makes an assignment for the benefit of creditors, or if proceedings in bankruptcy or insolvency are instituted by or against Seller.

9) Insurance

- a) The Seller warrants that it has reasonable insurance cover for all personnel, provided by a reputable insurer, for all general liability and all products liability that may arise in respect of any Services performed under a Service Contract. The limits of such insurance must be at least ten times the contractual value of the Services under any Service Contract. Unless expressly waived by Trelleborg, Trelleborg shall be named additional insured on such policies.
- b) The Seller, on behalf of itself and its insurers, irrevocably waives any right of subrogation against Trelleborg for any liability, cost or expenses asserted by any third party.

10) No Agency

Nothing in the Service Contract shall be construed to place Seller in the position of a partner, agent or employee of Trelleborg, and Seller shall have no power to bind Trelleborg toward third parties. Seller covenants and agrees not to hold itself out as a partner, agent or employee of Trelleborg with respect to the Service Contract.

11) Set Off

Trelleborg shall be entitled to set off any sums owing by Seller to Trelleborg for any reason whatsoever, against any sums payable by Trelleborg under the Purchase Contract.

12) Limitation of Assignment

The Seller is not entitled to assign, transfer or sub-contract out any of its obligations towards Trelleborg to any third party, without prior written consent of Trelleborg.

13) Severability

The Service Contract shall be construed so as to comply with all applicable laws. If any provision of the Service Contract is found to be incompatible with prevailing legal requirements such provision shall be disregarded and shall not affect the validity of remaining provisions.

14) Force Majeure

- a) Neither Trelleborg nor Seller shall be liable to the other for delay or non performance of their obligations under the Service Contract which is due to a cause or causes beyond that party's control ("Force Majeure"). Force Majeure shall include (but not be limited to) Acts of God, civil disturbance, fire, storm, flood, acts of international state, governmental, federal or local authorities, bodies or institutions, non availability of shipping or other transport, lockouts, strikes or other trade disputes, or interruption or breakdown of any communication or data processing services or equipment.
- b) Upon Trelleborg or Seller (the "Affected Party") being affected by Force Majeure: (i) the Affected Party shall advise the other party of such Force Majeure in writing as soon as reasonably practicable and shall use reasonable endeavours to mitigate the effect of Force Majeure including, but not limited to, a fair and equitable allocation of resources available to perform the Service Contract; (ii) if the Force Majeure ceases to apply the parties shall resume performance of their obligations hereunder as soon as reasonably practicable after the Force Majeure ceases to apply; (iii) if the Force Majeure continues for more than thirty (30) days Trelleborg (but not Seller) shall be entitled to cancel the Service Contract without liability save for any outstanding obligations in respect of Services delivered to or in the course of delivery to Trelleborg.

15) Governing Law and Jurisdiction

Unless otherwise agreed the Service Contract is subject to the laws of the country of Seller's domicile. Any dispute or controversy arising out of or in connection with the Service Contract shall if not settled amicably by the parties be submitted to the jurisdiction of the courts of the country of Seller's domicile.