

TRELLEBORG GENERAL PURCHASING CONDITIONS

1. Preamble

These general purchasing conditions (the "Conditions") form part of and govern the transaction(s) between Buyer (as defined) and Supplier (as defined) and shall be deemed incorporated by reference into any Purchase Order (as defined) between the parties, where no other general conditions or terms are specifically agreed. Specifically, these Conditions shall supersede and exclude any standard terms and conditions otherwise imposed or communicated by Supplier.

2. Definitions in the PO

"Buyer" means any subsidiary or affiliate of Trelleborg AB (publ) that enters into a PO with Supplier.

"Purchase Order" or **"PO"** means an individual contract, order, or similar instrument for Supplier's delivery of goods and/or services issued by or to Buyer.

"Supplier" means the legal entity contracting with Buyer for the supply of goods and/or services.

3. Price, Invoicing, Payment and Taxes

Price and Charges. The price, including any fees and charges for the provision of the goods and/or services shall be the price shown for each of such goods and/or services in the PO.

Invoicing. Invoices shall be addressed to Buyer and include all necessary references to the specific goods and services provided and Buyer's references including Buyer's name, contact person and department, PO number, place of delivery, quantity and description of the goods or services.

Due payment. Unless otherwise agreed in writing, payment shall be due and payable 60 (sixty) days from the latter of delivery and the receipt of an undisputed and properly raised invoice.

VAT and Taxes. All prices and rates contained in any PO are excl. of VAT but incl. of all other taxes, duties and charges including, but not limited to, corporate income taxes, individual taxes and other social contributions (labour law taxes).

4. Delivery, Title and Risk

Delivery and Incoterms. Unless otherwise provided in a PO, delivery terms for goods shall be DDP (Incoterms 2020) at the delivery point and on the date stated in the PO with all necessary customs invoices and delivery notes, advice notes, bills of lading and other documents ordinarily accompanying such goods and (ii) for services shall be at the delivery point and on the date(s) stated in the PO.

Title and risk. Without prejudice to Buyer's rights and remedies herein, title and risk for the goods shall pass to Buyer upon, and Supplier remains fully responsible for all goods until confirmed delivery.

5. Packing

Packing requirements. All goods shall be delivered in a secure and appropriate packing suitable for transport with due consideration to the generic nature and composition of the goods supplied. No charges for packing materials or containers and no partial deliveries will be allowed unless agreed in writing by Buyer. An advice note must be sent when the goods are dispatched, and a delivery note must accompany the goods. Both must state the Buyer's PO number, whether the consignment represents the whole or part of the order. Supplier shall otherwise follow any reasonable handling and packing instructions.

6. Inspection and Changes

Inspection. Buyer reserves the right to inspect the goods or services supplied but Buyer is not required to perform any incoming inspections of any goods or services, and Supplier waives any right to require Buyer to conduct such inspections.

Changes. Except with Buyer's prior written approval, Supplier shall not make any change to the goods or services, their characteristics, performance, composition, sourcing, or production.

7. Warranties

Supplier's warranties. In addition to warranty for good and unencumbered title, Supplier warrants and undertakes that (i) the goods shall be new, of good quality and workmanship, free from defects and fit for the intended purposes, including complying with any applicable regulation and specifications, including applicable

standards, (ii) the services shall be delivered in accordance with market standards and first class professional practices or such other level of standards agreed between the parties, and (iii) the goods and/or services or any rights conferred to Buyer pursuant to a PO do not infringe the rights of any third party, including any intellectual property rights.

Warranty period. The goods and services delivered shall comply with the warranties and undertakings in (i) and (ii) above for 24 (twenty-four) months from when the goods are taken into use or from the date of complete delivery of services whichever is later.

8. Remedies

Breach. Breach of any PO or these Conditions, including breach of warranties, or failure in timely delivery of correct and non-defective goods or services shall entitle Buyer to terminate the PO and/or claim damages. In case of failure of timely delivery of correct and non-defective goods or services, Buyer may at its discretion demand that Supplier: (i) pays Buyer a sum by way of liquidated damages of 0.5% (zero point five per cent) of the total charges to be paid under the PO per day of delay, not exceeding a total of 10% (ten per cent) of the total charges of the PO in question (the parties acknowledging such sum(s) are a genuine pre-estimate of the actual minimum loss which will be suffered by Buyer and shall not be treated as a penalty) and/or (ii) immediately delivers via the fastest means of transportation available at the cost of Supplier (airfreight included). In the event a delay extends beyond the maximum period for liquidated damages pursuant to clause (i) above, agreed in respect of the relevant PO, Buyer shall be entitled to claim at its discretion direct damages for either (i) all relevant losses; or (ii) for the balance of any losses not paid for by means of the liquidated damages and such delay shall be considered a breach entitling Buyer to terminate the PO. The remedies set out in the Conditions and/or PO are in addition to, and shall in no way limit, any warranty or other liability provisions provided for by applicable law.

Occurrence of Defect. A defect shall be deemed to exist in relation to the goods or services if they are defective under the general principles of applicable law or if: (i) the goods or services fail to meet the requirements set out in the Conditions and/or PO, (ii) Supplier is in breach of a service level, or (iii) the goods or services breach Supplier's warranties as set out in clause 7.

Remedial work on breach of warranty. If Supplier is notified about a breach of warranty claim, Supplier shall upon written request promptly perform all corrective measures which are necessary to remedy any defects arising from any breach of warranty. All costs and expenses incidental to remedying defects will be for the sole account of Supplier.

Extension of warranty. Following Supplier's remedy of a defect and/or re-delivery, a new warranty period of the same length as the original warranty period shall apply.

Losses and Damages. Supplier shall be liable for any losses and damages caused by, arising out of or relating to the performance or non-performance of Supplier's obligations under these Conditions or a PO.

9. Indemnity

Indemnity. Supplier shall defend, hold harmless and indemnify Buyer from and against any and all loss and expenses (including legal costs) arising in connection with any damages arising out of any of the goods or services supplied by Supplier. Notwithstanding any other provision of these Conditions or any PO and to the extent not otherwise decided by mandatory law, nothing shall exclude or limit either party's liability under or in connection with (i) fraud or fraudulent misrepresentation, (ii) death or personal injury resulting from the negligence of that party, (iii) breach of any actual or implied terms of transfer of title of the goods and/or services, (iv) for any other matter for which liability cannot by applicable law be limited or excluded, (v) breach of its obligations of confidentiality under clause 16, (vi) any claim under the remedies in clause 8, and (vii) any breach of compliance obligations in clause 13 and/or 14.

Intellectual property indemnity. Supplier shall defend, indemnify, and hold harmless Buyer from and against all claims resulting from any proceeding brought against them based on a claim that any goods or services or their use in the manner intended by Supplier infringe any patent or other intellectual property right. If the use of any such goods or services as intended by Supplier is prohibited, Supplier shall at its own expense either obtain for Buyer's Group the right to continue using such goods or services, replace it with a non-infringing good, modify it so it becomes non-infringing provided the same level of

functionality is maintained or remove such good or service and refund the purchase price and all transportation and/or installation costs.

10. Insurance

Scope of insurance coverage. Supplier shall have and maintain insurance coverage in accordance with good international industry practices and applicable law, including Workman's Compensation/Employer's Liability, All Property Risk, Commercial General Liability including Contractual liability, All Risk cover for all goods and services provided by Supplier, Comprehensive Automobile Liability Insurance as well as any other insurance which Supplier deems appropriate in connection with fulfilling the duties under these Conditions, e.g. Professional Liability, Product Liability, Transport/Cargo Insurance, Maintenance and Construction All Risk, at its expense with a reputable insurance company, properly safeguarding Supplier against its liability hereunder. Supplier shall on Buyer's request, produce the relevant policy and evidence of the current premium.

11. Assignment

Buyer's right to assign rights and obligations. Buyer is entitled to assign, subcontract, novate or otherwise transfer its rights and obligations under any PO in whole or in part to any of its affiliates.

Supplier's right to assign rights and obligations. Supplier shall not be entitled to assign or otherwise transfer any rights or obligations under any PO without the prior written consent of Buyer. Any such attempted assignment shall be void.

12. Sub-contractors

Use and liability. Supplier shall, subject to prior written consent of Buyer, be entitled to use sub-contractors in the delivery or performance of the goods and services however Supplier shall be liable for all acts and omissions of its sub-contractors (including any sub-sub-contractors) to the same extent as Supplier is itself liable to Buyer.

13. Compliance

General compliance. Supplier shall comply with and shall ensure that all sub-contractors comply with all national or international laws, rules, regulations, orders, conventions, directives or ordinances in force from time to time which are applicable to the delivery or performance of goods or services and/or relate to the provision, licensing, approval or certification of the goods or services, including but not limited to those relating to anti-corruption, competition law, foreign trade controls (both in relation to export controls and sanctions laws of the UN, the EU, the UK, and the US or other relevant regulator), occupational health and safety, environmental matters, wages, working hours and conditions of employment, International Bill of Human Rights, discrimination, data protection and privacy.

Supplier has established processes and maintains policies and procedures to prevent violation of this clause 13. If Supplier breaches any of its obligations or representations in this clause, Buyer may terminate any PO with immediate effect without incurring any liability and Supplier shall indemnify and hold Buyer harmless from any fines, penalties and all associated expenses arising out of or resulting from the violation by Supplier of any of its obligations in this clause 13.

14. Code of conduct

Code of conduct. In addition to the obligations of clause 13, Supplier shall respect and commit to follow Trelleborg's Code of Conduct as amended from time to time and found at <https://www.trelleborg.com/en/about-us/code-of-conduct>, and Supplier agrees – if and when so requested – to provide necessary documentation as well as accommodate any audit by Buyer in order to verify the same. Supplier shall require their own suppliers to follow similar rules and, as appropriate, pass on such requirements to their sub-suppliers and so on. Supplier's non-compliance with this clause 14 shall be considered a material breach which entitles Buyer to terminate any PO with immediate effect without incurring any liability.

15. Data Privacy

Business contact information. The parties will share business contact information regarding a party's personnel, or third parties engaged by it for the purposes of maintaining the contractual business relationships between the parties, such as contract management, payments, etc. It is each party's responsibility to comply with applicable data protection and data privacy legislations and regulations. Trelleborg's Data Privacy Notice is available at www.trelleborg.com. A party shall defend and indemnify the other

party from and against any claims due to the party's non-compliance with this clause 15.

16. Confidentiality

General obligations. The PO and all commercial and secret technical details provided by Buyer thereunder shall be kept confidential by Supplier and shall not be divulged to any person or entity except to those of its employees and affiliates who have a need to know for the purposes of fulfilling the PO. Such confidential information shall remain the property of Buyer and shall not be given or disclosed to any third party without Buyer's prior written consent. Supplier must obtain Buyer's written approval before publicly referring to its business relationship with Buyer.

17. Force Majeure

A party shall not be responsible for any failure to fulfil any term or condition of the PO caused by an unforeseen, extraordinary, and serious event (not including economic hardship) not within its control and not caused by its default or error and which it could not reasonably have provided against by exercising due diligence and/or applying reasonable additional resources. If such event continues for 30 (thirty) consecutive days, Buyer may terminate the PO and neither party shall have any further claim against the other, except to the extent that actual delivery has been made under such PO, where Buyer shall pay Supplier a fair value of the delivered goods and/or services and as agreed between the parties. The party invoking force majeure shall, without undue delay, notify the other party hereof in writing.

18. Law, Jurisdiction and Disputes

Governing law. The Conditions, any PO and any non-contractual obligations arising out of or in connection herewith shall be governed, construed and enforced in accordance with the laws of Buyer's country of incorporation to the exclusion of any other law and without regard to any conflict of law principles. The United Nations Convention on Contracts for the International Sales of Goods shall not apply.

Disputes. The parties agree that the courts of Buyer's country of incorporation have the exclusive jurisdiction to adjudicate any dispute which arises in connection with these Conditions and all non-contractual matters associated with, arising out of or connected with them.

19. Miscellaneous

Entire agreement. The Conditions together with the documents referred to in it (including a PO) constitute the entire agreement and understanding between the parties of the matters dealt with in them and supersedes any previous agreement between them or the parties to a PO notwithstanding the terms of any previous agreement or arrangement.

Severability. The Conditions shall be construed so as to comply with all applicable laws. Should any provision of the Conditions be found to be incompatible with prevailing legal requirements that provision shall be disregarded and shall not affect the validity of the remaining provisions.

Failure to exercise a right. The failure or delay of a party to insist upon performance of any provision herein or part hereof or a PO or the failure or delay of a party to exercise any right or remedy to which it is entitled shall not constitute a waiver thereof and shall not cause a diminution of the obligations created by a PO. A waiver of any breach of these Conditions or a PO by Buyer shall not constitute a waiver of any other breach (of the same term or of any other term) of these Conditions or PO.

Survival. Any release, indemnity or any obligation of confidence is independent and survives termination of a PO. Any other term and condition that by its nature is intended to survive termination of the PO survives termination unaffected by anything that might have the effect of prejudicing, releasing, discharging, or affecting in any other way the liability of the party giving the indemnity.