

STORA ENSO GENERAL TERMS & CONDITIONS FOR PURCHASE OF GOODS AND SERVICES

1. APPLICABILITY

These general terms and conditions (these “**SE GTC**”) apply to and form an integral part of the Contract, except to the extent amended in any Special Terms. In case of conflict between these SE GTC and the Special Terms, the Special Terms prevail. The Contract is not subject to any other general or standard terms that appear on any of the Supplier's documents unless such terms have been expressly accepted in writing by the Purchaser as being applicable. The Purchaser's receipt or approval of any order confirmation, quotation, delivery order, invoice or other document used by the Supplier will not be deemed an acceptance of any such terms.

2. DEFINITIONS

In these SE GTC:

“**Affiliate**” means any entity which directly or indirectly controls, is controlled by, or is under common control with a party.

“**Contract**” means the Special Terms and these SE GTC.

“**Embedded Software**” means any firmware or software that (i) is embedded or otherwise integrated in and forms an integral part of the Goods; and (ii) is not subject to a separate license agreement between the parties, and includes any documentation related thereto as well as any updates and upgrades thereof provided by the Supplier under the Contract.

“**Force Majeure**” means an event impeding the performance of a party's obligations under the Contract that is outside the reasonable control of the affected party, was not foreseeable at the time the Contract was signed and cannot be avoided or overcome by the affected party despite all reasonable efforts, excluding however any machinery breakdown, non-performance by any of the Supplier's subcontractors and any lack or shortage of raw materials unless and to the extent directly caused by an event of Force Majeure. “**Goods**” means the items to be delivered by the Supplier to the Purchaser in accordance with the Contract including all goods, materials, equipment, documentation, software, data, diagrams, drawings, reports and specifications or other deliverables in any form or media.

“**Intellectual Property**” means any and all patents, utility models, mask work protections, industrial designs, design rights, copyrights (including the right to amend, modify, develop and assign), trademarks, database rights, inventions, trade and company names, domain names, know-how, trade secrets and any other industrial or intellectual property right or protection of similar nature (including applications thereof).

“**Purchaser**” means the Stora Enso entity (Stora Enso Oyj or an Affiliate) purchasing Goods and/or Services as specified in the Contract.

“**Results**” means any and all tangible and intangible results developed, experienced or obtained during the performance of the Services, including (but not limited to) any designs, reports, programs, data, documents, drawings or other deliverables or information, the results, data or similar of any use in the Purchaser's process, testing or performance, and anything else prepared, produced or developed by the Supplier under the Contract.

“**Services**” means the services provided by the Supplier to the Purchaser under the Contract, including all Results generated during or resulting from the provision of the Services. “**Special Terms**” means any special terms which the parties have agreed to form part of the agreement governing the purchase of the Goods and/or Services.

“**Supplier**” means the entity supplying Goods and/or Services as specified in of the Contract. Terms defined in these SE GTC have the same meaning when used in other documents forming part of the Contract unless the context expressly provides otherwise.

3. ORDERING, CHANGES AND CANCELLATION

3.1 The Purchaser may order Goods and/or Services in the manner agreed by the parties. The Supplier undertakes to make deliveries only against the Purchaser's purchase order.

3.2 The Supplier shall confirm each purchase order placed by the Purchaser within three (3) working days from receipt. If the Purchaser does not receive any confirmation, the purchase order will be deemed accepted by the Supplier.

3.3 The Purchaser may reschedule, change or cancel any ordered Goods and/or Services free of charge and without incurring any liability by notifying the Supplier thereof in writing at least fourteen (14) days prior to the agreed date of delivery of the Goods or the commencement of the Services (as applicable).

4. SUPPLIER'S GENERAL OBLIGATIONS

4.1 The Supplier shall (i) comply with all applicable laws, regulations, standards, guidelines, codes of practice, official orders and directives or similar as well as best industry practices and standards; (ii) comply with the Purchaser's reasonable instructions and any standards, regulations, procedures, specifications and codes specified by the Purchaser and agreed to in the Contract; and (iii) deliver the Goods and provide the Services at a high professional standard with all reasonable skill, care and diligence.

4.2 The Supplier shall procure and maintain all necessary permits, registrations, filings and licenses needed for the supply of the Goods and/or Services and the overall operation of its activities. The Supplier shall be solely responsible (at no cost to the Purchaser) for providing all facilities, hardware, materials, equipment, software, tools, licenses, personnel and other resources that may be required to supply the Goods and/or Services.

4.3 The Supplier shall reserve the resources needed for the proper and timely supply of the Goods and/or Services and shall ensure any Goods and/or Services are supplied by appropriately qualified, skilled and experienced personnel, under appropriate supervision and with all appropriate equipment in a suitable condition.

4.4 The Supplier is responsible for the accuracy and completeness of any drawings, documentation and information it supplies to the Purchaser.

4.5 In performing its contractual obligations, the Supplier shall always use its best efforts to collaborate in a flexible manner with any other suppliers designated by the Purchaser.

4.6 Where relevant, the Supplier shall take into account and use as effectively as possible the Purchaser's existing systems, processes and procedures, and other infrastructure as relevant when performing any Services.

4.7 The Supplier confirms that (i) it has all information required to supply the Goods and/or Services, that such information provides a satisfactory basis for the Supplier's contractual obligations; and (ii) where appropriate, the Supplier has examined the local circumstances as to any factors which could affect the fulfillment of the Supplier's contractual obligations.

4.8 At the Purchaser's request, the Supplier shall provide delivery statistics for any Goods and/or Services in the format requested by the Purchaser.

4.9 The Supplier shall not use subcontractors for the supply of Goods and/or Services to the Purchaser without the Purchaser's prior written consent. Such consent will not relieve the Supplier from any of its obligations under the Contract or impose any liability on the Purchaser with respect to the subcontractor. The Supplier is fully responsible and liable for the performance of any subcontractor as for its own. The Supplier shall ensure that any subcontractors supplying the Goods and/or Services are aware of, and comply with, the requirements of the Contract.

4.10 The Supplier shall maintain appropriate insurance coverage for its obligations under the Contract with reputable and financially sound insurers and must provide the Purchaser with evidence of such insurance on request. For clarity, the foregoing does not exclude or limit the Supplier's liability towards the Purchaser relating to or under the Contract.

5. PURCHASER'S GENERAL OBLIGATIONS

The Purchaser shall provide access to the delivery site and/or other facilities as reasonably required for the Supplier to supply of Goods and/or Services in the agreed manner. The Purchaser may also from time to time provide the Supplier with further assistance (including by making suggestions and giving its opinions on the supply of Goods and/or Services). However, the Purchaser is not required to provide such assistance, and such assistance will not impose any liability on the Purchaser or in any way limit the Supplier's liability to fully perform its obligations under the Contract.

6. DELIVERY

6.1 The Supplier shall supply the Goods and/or Services at the time and in the manner specified in the Contract. If no time or manner is specified, the supply shall take place within a reasonable time and in a manner suitable to the Goods and/or Services involved. The Purchaser is not required to accept any partial, early or late delivery of any Goods or Services.

6.2 The Supplier shall package the Goods to a standard that ensures adequate protection during transportation, delivery and storage, and in compliance with applicable laws, regulations and international conventions for transportation and the Purchaser's instructions regarding the packaging methods, materials and labeling of the Goods.

6.3 The Supplier shall use its best efforts to minimise the amount of packaging material used and to promote the use of recyclable and environmental-friendly materials without compromising the agreed standards of packaging. The Purchaser is entitled to return any packaging materials at the Supplier's cost.

6.4 Unless otherwise specified in the Special Terms, the Goods shall be delivered DDP the Purchaser's premises in accordance with Incoterms® 2020. The risk of loss of and damage to the Goods will transfer to the Purchaser in accordance with the applicable delivery term. Title to the Goods (excluding for clarity any Embedded Software) will transfer to the Purchaser at the time of delivery.

6.5 No later than upon delivery, the Supplier shall provide the Purchaser with all documentation and instructions regarding the Goods reasonably required for the intended use of the Goods together with any other documentation and information required to be provided under applicable laws, regulations and relevant industry standards or practices (including where relevant, export and import documents).

6.6 The Supplier shall at its own expense obtain and maintain any applicable export licenses or similar required for the delivery of the Goods, and ensure that the Goods are not subject to other restrictions, sanctions, embargoes or liens.

6.7 If any Goods and/or Services contain or use any hazardous substances or requires any special precautions to be taken to ensure safety in handling, transport, storage or use, the Supplier shall, prior to the supply of such Goods and/or Services, provide the Purchaser with written details of the nature of those substances and/or the precautions to be taken. The Supplier shall ensure that appropriate instructions and warnings are clearly and prominently marked on the Goods.

7. DELAY

7.1 The Supplier shall promptly notify the Purchaser in writing if the Supplier anticipates or has reasonable cause to believe that a delay may occur, stating the cause of the delay and the Supplier's best estimate of when delivery can be made. Giving such notice will not limit the Supplier's liability for the delay.

7.2 The Supplier shall always use its best efforts to prevent or mitigate any delay in the supply of any Goods or Services. If the Supplier fails to eliminate the delay within a reasonable time prescribed by the Purchaser, the Purchaser may carry out (or have a third party carry out) the necessary measures at the Supplier's expense.

7.3 If any part of the Goods and/or Services are delayed, the Purchaser may at its sole discretion (i) demand the Supplier to immediately supply the Goods and/or Services at the Supplier's sole risk and expense within a reasonable time period specified by the Purchaser; and (ii) demand a price reduction for the Goods and/or Services or cancel the delayed delivery and all other undelivered binding purchase orders placed by the Purchaser in whole or in part, if it is evident that such other purchase orders would be delayed.

7.4 The Supplier shall also pay liquidated damages to the Purchaser in the amount set out in the Special Terms, or if no such amount is specified, 1.5% of the Order Value for each commenced week of delay, up to a maximum of 20% of the Order Value, where “**Order Value**” means the total purchase price for all Goods/Services forming part of the same purchase order as the Goods/Services in delay. The Purchaser is also entitled to compensation for any cost, loss or damage incurred in excess of the liquidated damages due to the delay. The Purchaser may deduct any liquidated damages from the payments due to the Supplier under the Contract. The liquidated damages do not exclude or limit the Purchaser's right to termination due to the delay.

7.5 The Supplier is not liable for delays to the extent that the Supplier demonstrates that it was prevented from performing its obligations due to circumstances for which the Purchaser is responsible. In such cases, the Supplier is entitled to a reasonable extension of time corresponding to the duration of such delay or obstruction.

8. INSPECTION AND ACCEPTANCE

8.1 The Purchaser may inspect and/or test the Goods and/or Services in connection with delivery to confirm that they comply with the Contract, but has no obligation to do so. No test, inspection, review, audit or acceptance (or any failure to test or otherwise discover any nonconformity) will relieve the Supplier from any of its obligations under the Contract or limit any rights or remedies available to the Purchaser under the Contract.

8.2 Acceptance of any Goods and/or Services that do not conform to the terms of the Contract will not relieve the Supplier from its obligations to correct any such non-conformance or preclude the Purchaser from any remedy under the Contract or otherwise.

9. PRICE, INVOICING AND PAYMENT

9.1 The applicable price(s) for the Goods and/or Services are as set out in the Special Terms. All agreed prices are fixed and comprise the entire payment for all of the Supplier's obligations under the Contract and are stated exclusive of value added tax (VAT). All other taxes, customs, duties, charges, expenses, costs, fees or other monies payable are included in the agreed price.

9.2 When Services are charged based on hourly rates, the Supplier must submit time sheets to the Purchaser for approval as instructed by the Purchaser, and in any case no later than together with the related invoice. The Purchaser is not required to pay invoices based on time sheets which have not been approved.

9.3 The Supplier is only entitled to invoice for Goods and/or Services actually delivered, and where relevant, only once they have been accepted by the Purchaser (such acceptance not to be unreasonably delayed).

9.4 The Supplier shall use electronic invoicing where possible and submit invoices in accordance with applicable laws, generally accepted accounting principles and the Purchaser's invoicing requirements (as amended at any given time and made available at <https://www.storaenso.com/en/suppliers/invoicing>). PDF invoicing requires the Purchaser's prior written approval.

9.5 The Purchaser shall pay invoices that comply with the requirements of the Contract in accordance with the payment terms agreed in the Contract, calculated in accordance with section 9.7. Payments are made in time if outpayment from the Purchaser's bank account is effected within the payment period calculated in accordance with section 9.7. The Purchaser's payment of all or part of an invoice without asserting a dispute will not be deemed a waiver of any claim or right.

9.6 All costs, damages, expenses or other amounts for which the Supplier is liable to the Purchaser under the Contract will be paid to the Purchaser by the Supplier on demand or may be deducted by the Purchaser from any invoice or other amount due or becoming due or may be recovered by the Purchaser from the Supplier.

9.7 The payment period shall commence from the latest of the following dates: (i) the date when the Goods and/or Services are actually delivered in accordance with the Contract, and where the Contract requires acceptance, the date when they have been accepted by the Purchaser (such acceptance not to be unreasonably delayed or withheld); (ii) the date of receipt by the Purchaser of a correct and proper invoice that complies with the requirements of sections 9.3, 9.4 and 9.5 and the Contract; or (iii) the date stated on the invoice. Where the Purchaser is a Stora Enso entity within the European Union, payment shall be made on the first Wednesday that occurs after the applicable payment period has expired. If such Wednesday falls on a Finnish bank holiday or on the last or the first banking day of any month, the payment shall be due on the next working day. Where the Purchaser is a Stora Enso entity outside the European Union, payment shall be made in accordance with the payment terms specified in the Contract, calculated from the commencement date determined in accordance with this section 9.7.

10. WARRANTIES

10.1 The Supplier warrants, for a period of twenty-four (24) months from the date of delivery (or any longer period that is agreed or applies by law), that all Goods delivered will (i) comply with all applicable laws, regulations and standards and with all generally accepted requirements for the Goods as well as best industry practices; (ii) conform to the specifications set out in the Contract and to any samples approved by the Purchaser; (iii) be free from defects in title, materials, workmanship, manufacture and design; and (iv) be fit and sufficient for their intended purpose.

10.2 The Supplier warrants that all Services performed and Results delivered will (i) comply with all applicable laws, regulations and standards and with all generally accepted requirements for the Services and/or Results as well as best industry practices; (ii) be in accordance with and conform to the specifications set out in the Contract; and (iii) be fit and sufficient for their intended purpose.

10.3 The Supplier shall promptly, at its own risk and expense and within a reasonable period specified by the Purchaser (i) repair or replace any Goods that do not conform to the warranty in section 10.1; and (ii) correct or otherwise remedy any Services and/or Results that do not conform to the warranty in section 10.2. Any repaired or replaced Goods (including renewed parts thereof) will be subject to a renewed warranty as set out in section 10.1.

10.4 In case the Supplier does not remedy any non-conforming Goods and/or Services in accordance with section 10.3 within the reasonable period specified by the Purchaser, the Purchaser may at its option: (i) remedy the non-conformity itself (or have the same done by a third party) at the Supplier's sole risk and expense; (ii) demand a price reduction for the Goods and/or Services; or (iii) cancel the purchase of the Goods and/or Services in question. The Purchaser may also cancel all or part of any other binding purchase orders for undelivered Goods and/or Services if it is evident that such other purchase orders would not meet the warranties.

10.5 The Supplier shall pay all costs and expenses related or incidental to the repair, replacement or other correction of any Goods and/or Services (including without limitation any costs associated with shipping and/or access or restoration measures in relation to property other than the Goods and/or Services). The Purchaser is also entitled to compensation for any cost, loss or damage incurred due to the non-conforming Goods and/or Services.

10.6 The Supplier is not liable for any non-compliance in supplied Goods or Services which the Supplier demonstrates to have been caused by normal wear and tear or the Purchaser's failure to observe due care when using the Goods and/or Services.

11. INTELLECTUAL PROPERTY

11.1 Each party (or its third-party licensor, as applicable) retains the ownership of and all rights in any Intellectual Property owned or possessed on the date of the Contract or which is independently thereafter generated (collectively, “**Pre-existing IPR**”). No rights to a party's Pre-existing IPR is granted to the other party except as set out below, in the Special Terms or otherwise explicitly agreed in writing.

11.2 To the extent any of Supplier's Pre-existing IPR is embedded in or otherwise part of the Goods and/or Services (including any Embedded Software), the Supplier grants the Purchaser and its Affiliates a worldwide, irrevocable, perpetual, transferable, non-exclusive, royalty-free license to use and reproduce the Supplier's Pre-existing IPR for the use, operation, maintenance, repair and rebuild of any Goods and/or Services and/or the design of other works necessary for any use, operation, maintenance, repair and rebuild associated with the Goods and/or Services.

11.3 All rights (including any Intellectual Property) in and to the Results will accrue to the Purchaser automatically upon creation and without separate compensation to the Supplier. The Supplier warrants that it, at the time of transfer of the rights, owns all rights to such Results as well as that it is entitled to transfer such rights in the Results to the Purchaser. The transfer of rights to the Purchaser set out in this section is exclusive (even as to the Supplier), worldwide, perpetual and complete, and covers the right to use, transfer and publish Results in any form, for any purpose and to any medium, as well as to modify and alter the Results. In addition, the Purchaser may also without restriction transfer or license, wholly or partially, all rights to the Results to any of its Affiliates and to any third party.

11.4 The Supplier shall only use the Results in its performance of this Contract, shall treat the Results as confidential information and shall not publish or reveal the Results to any third party.

12. PURCHASER PROPERTY

12.1 Any tools, materials, specifications, documents, drawings, models, samples, data or other information or property provided by the Purchaser to the Supplier, in preparation of or during the fulfillment of the Contract (irrespective of whether such data or information relates to the Purchaser, its Affiliates or their respective customers or suppliers) (collectively, “**Purchaser Property**”) remains at all times the exclusive property of the Purchaser and will be returned without delay at the Purchaser's request or if the Contract is terminated or otherwise ends.

12.2 The Supplier shall only use Purchaser Property for the purpose of the Contract, and shall not use, copy, reproduce or distribute any Purchaser Property in any other way or for any other purpose without the Purchaser's prior written approval.

13. COMPLIANCE AND SAFETY

13.1 The Supplier shall comply (and ensure all of its personnel and subcontractors comply) with all applicable laws relating to health and safety, the Purchaser's safety and security policies and any specific instructions and directions regarding safety and working environment which may apply within the Purchaser's working environments where the Supplier will carry out its obligations under the Contract.

13.2 The Supplier warrants that no material or equipment included in, used for or connected in any way with, the Goods and/or Services originates from any company or country listed in any relevant embargo targeted by sanctions issued by the UN, EU, USA, authority in the country where the Goods

and/or Services will be used or other authority otherwise having influence over the equipment and material forming part of the Goods and/or Services. If any of the Goods and/or Services are, or will be, subject to export restrictions, it is the Supplier's responsibility to promptly inform the Purchaser in writing of such restrictions.

13.3 The Supplier confirms that it has already agreed to comply with the *Stora Enso Supplier Code of Conduct* as part of Stora Enso's supplier qualification and onboarding process, and understands that it forms an integral part of each current and future contract with Stora Enso.

13.4 The Supplier shall comply with any specific environmental or safety instructions or permits provided by the Purchaser, including in particular when visiting the premises of the Purchaser any directions of the Purchaser or regulations, requirements or rules in relation to health, safety and security matters notified to the Supplier or of which the Supplier is or should reasonably be aware.

13.5 When applicable, the Supplier shall comply with the *Stora Enso Supply Chain Safety and Security Requirements for the Suppliers* (as amended at any given time and made available on the Stora Enso website in [EN](#), [FI](#) and [SV](#)).

14. CONFIDENTIALITY

14.1 The Supplier shall treat any information obtained from the Purchaser in relation to the Contract or otherwise concerning the Purchaser's business as strictly confidential. The Supplier shall not disclose such information to any third party without the Purchaser's written approval or use it for any other purpose than to achieve the purpose of the Contract. The Supplier may however disclose such information to its Affiliates and subcontractors if and to the extent reasonably necessary to achieve the purpose of the Contract and provided that (i) the recipient is bound by the same obligations of confidentiality as applicable to the Supplier; and (ii) the Supplier will be liable for any unauthorized disclosures by any Affiliate or subcontractor to which it discloses confidential information.

14.2 Section 14.1 does not apply to information which (i) is or becomes known to the public through no fault of the receiving party; (ii) was already in the Supplier's possession without any restriction as to its disclosure; (iii) is acquired in a lawful manner from a third party; (iv) is requested by any competent public authority; or (v) is developed independently by the Supplier without using the Purchaser's confidential information.

14.3 The Supplier shall not (and shall ensure that its Affiliates and subcontractors do not) advertise, publish or otherwise disclose that the Supplier or its Affiliates are appointed under the Contract, or the terms of the Contract, except where the Purchaser has expressly approved such disclosure in writing. If the Purchaser allows the Supplier to make a disclosure, the Supplier will only make such disclosure, including use of the Purchaser's names, trademarks, service marks or other proprietary marks, to the extent expressly authorised in writing.

14.4 This section 14 will remain in force for the duration of the Contract and for a period of five (5) years thereafter.

15. LIABILITY FOR BREACH OF CONTRACT

In addition to any other remedy available to it, a party is entitled to compensation for any cost, loss or damage incurred as a result of any breach of contract or negligence by the other party and any associated termination.

16. INDEMNITY

16.1 The Supplier shall indemnify and hold the Purchaser harmless from and against all damages, costs, losses, claims, proceedings, expenses or other liabilities (including without limitation reasonable legal and other professional fees and expenses) which arises or results from any claim, action, demand, suit or proceeding made by a third party against the Purchaser with regard to injury or death to persons, loss or damage to property, or any infringement or alleged infringement of any Intellectual Property, to the extent relating to (i) the Goods and/or Services, in part or in whole, or (ii) any use, sale or other operation of the Goods and/or Services by the Purchaser.

16.2 At the Purchaser's written request, the Supplier shall defend any and all claims, suits, actions, demands and proceedings brought against the Purchaser under this section 16 using legal counsel acceptable to the Purchaser.

16.3 In the event of a claim, action, demand, suit or proceeding regarding infringement or alleged infringement of Intellectual Property, the Supplier shall, at its own expense and at the Purchaser's option (i) procure for the Purchaser the right to continue using the Goods and/or Services; or (ii) modify or replace the Goods and/or Services so they cease to be infringing while preserving compliance with the Contract.

17. LIMITATIONS OF LIABILITY AND EXCLUSIONS

17.1 No party is liable to compensate the other party for any indirect or consequential damages or losses, arising in contract, tort, negligence, warranty or otherwise, including loss of revenue, production, contract or profit.

No limitation of liability in the Contract applies (i) in case of injury or death to persons, loss or damage to property; (ii) in relation to any infringement or alleged infringement of any Intellectual Property; (iii) in relation to any breach of sections 11 (Intellectual Property), 13 (Compliance and Safety) or 14 (Confidentiality); or (iv) where the party in breach has acted with intent or gross negligence.

18. FORCE MAJEURE

Neither party will be liable to the other party for any delay or non-performance of its obligations in the event and to the extent that such delay or non-performance is due to an event of Force Majeure, provided that the affected party (i) without delay informs the other party of the Force Majeure and its estimated duration and extent; and (ii) takes all reasonable efforts to mitigate the effects of the Force Majeure and resume performance as soon as possible.

19. TERMINATION

19.1 Either party may terminate all or part of the Contract with immediate effect and without any liability for compensation due to such termination if the other party is in material or persistent breach of the Contract and fails to remedy the breach (if remedy is possible) no later than thirty (30) days after receipt of a written notice from the non-breaching party specifying the nature of the breach. Breach by the Supplier of section 11, 13 or 14 of these SE GTC is always a material breach of the Contract.

19.2 Either party may terminate all or part of the Contract with immediate effect in the event the other party is, or is reasonably likely to become, involved in insolvency, bankruptcy or other similar proceedings due to that party's insolvency or debt.

19.3 Either party may terminate all or part of the Contract with immediate effect if the other party is prevented from performing its obligations due to Force Majeure for more than ninety (90) days. In case of such termination, the Purchaser shall pay the Supplier for any Goods and Services supplied prior to termination, and each party shall otherwise bear its own costs and expenses in relation to the termination.

19.4 Termination of the Contract must be made by written notice to the other party in order to be effective.

19.5 Upon any termination of the Contract (irrespective of reason), the Supplier shall immediately and at its own expense return to the Purchaser all Purchaser Property (including any other relevant documentation, and any Intellectual Property) under the Supplier's control, and provide the Purchaser with the complete documentation about any delivered Goods and/or Services.

20. GOVERNING LAW AND DISPUTE RESOLUTION

20.1 Unless otherwise stated in the Special Terms, the Contract is governed by the laws of Sweden, excluding its conflict of law rules and the *United Nations Convention on Contracts for the International Sale of Goods* (CISG).

20.2 The parties shall use reasonable efforts to resolve any disputes, controversy or claims arising out of or in connection with the Contract in good faith.

20.3 Any dispute, controversy or claim arising out of or in connection with the Contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the *Arbitration Institute of the Stockholm Chamber of Commerce* (the “**SCC**”).

20.4 The *Rules for Expedited Arbitrations* shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the *Arbitration Rules* shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Stockholm, and the language to be used in the arbitral proceedings shall be English.

20.5 Each party shall keep all arbitral proceedings conducted with reference to this arbitration clause, and all materials and information arising from those proceedings, strictly confidential, and shall not use that information for any purpose other than to conduct the arbitral proceedings to which it relates.

20.6 Notwithstanding any dispute, controversy or claim, the Supplier shall not suspend or delay of the performance of its obligations pursuant to the Contract.

21. OTHER

21.1 The rights and remedies available to each party under the Contract are cumulative and are without prejudice to any other or further rights or remedies available under the Contract or by law.

21.2 Neither party may assign, pledge or otherwise transfer or encumber any parts of the Contract without the prior written approval of the other party (such approval not to be unreasonably withheld or delayed), except that the Purchaser may assign, transfer or otherwise deal with all or part of the Contract to an Affiliate or, in the event of a sale or merger of the Purchaser or part of the Purchaser, to any third party involved in that sale or merger.

21.3 During production and prior to delivery, at the Purchaser's request the Supplier shall, subject to a reasonable notice period, provide the Purchaser or the Purchaser's representative with an opportunity to visit the premises of the Supplier or its subcontractors to inspect the quality of the Goods and/or Services and any materials used in production, any documentation concerning the Goods and/or Services, and/or compliance with other specifications of the Contract.

21.4 Any amendments to the Contract must be in writing and signed by duly authorized representatives of each party in order to be effective.

21.5 Failure to enforce or exercise any term of the Contract does not constitute a waiver of that term and does not affect the right to later enforce that or any other term of the Contract.

21.6 The Contract sets out the entire agreement between the parties with respect to its subject matter. However, nothing in the Contract limits or excludes the Purchaser's statutory rights or remedies.