

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. SCOPE AND APPLICATION

- 1.1 These general terms and conditions of purchase (“**General Terms of Purchase**”) shall apply to all sales, quotations and deliveries to companies from time to time forming part of the Absolent Air Care Group AB (referred to as “**DIVERSITECH**”) and shall form an integrated part of purchase orders placed by DIVERSITECH (“**Purchase Order**”). In the event DIVERSITECH and a Supplier (as defined below) enter into a separate agreement for the purchase by DIVERSITECH of Products (as defined below), these General Terms of Purchase and such separate agreement shall constitute the entire agreement between the parties. If the provisions of such separate agreement and the provisions of these General Terms of Purchase are contradictory, the provisions of the separate agreement shall prevail.
- 1.2 The “**Supplier**” shall mean a party with whom DIVERSITECH has placed a Purchase Order or entered into an agreement with regarding the purchase of products or from whom DIVERSITECH has received a tender or quotation.
- 1.3 All products delivered to DIVERSITECH under these General Terms of Purchase are referred to herein as the “**Products**”.
- 1.4 These General Terms of Purchase shall prevail and exclude application of any general or specific terms or conditions of the Supplier.
- 1.5 Deviation from the application of these General Terms of Purchase is subject to written agreement.

2. PURCHASE ORDER

- 2.1 A Purchase Order will normally include the following information: (a) date of issuance; (b) order number; (c) specification of the Products, including quantity; (d) price and payment terms; (e) requested date(s) of delivery; (f) requested shipping destination(s); and (g) instructions as to shipping and method(s) of transportation.
- 2.2 The Supplier shall within one (1) week from receipt of a Purchase Order confirm to DIVERSITECH in writing whether the Purchase Order is accepted or rejected. If the Supplier does not respond to or reject the Purchase Order within the stipulated

time, the Purchase Order shall be deemed accepted.

- 2.3 These General Terms of Purchase shall under no circumstances give rise to any obligations of DIVERSITECH to issue Purchase Orders or otherwise purchase Products from the Supplier.
- 2.4 A forecast shall in no event be considered binding upon DIVERSITECH or be interpreted as an undertaking to purchase a certain amount of Products.

3. CANCELLATION AND POSTPONEMENT

- 3.1 DIVERSITECH is, up to and until thirty (30) days before the agreed delivery date, entitled to cancel a Purchase Order, in part or in whole, without incurring any costs or liability to compensate the Supplier.
- 3.2 DIVERSITECH is, up to and until two (2) days before the agreed delivery date, entitled to postpone the agreed delivery date without incurring any costs or liability to compensate the Supplier.

4. DELIVERIES

- 4.1 Unless otherwise agreed in writing between DIVERSITECH and the Supplier, the Products shall be delivered “DDP”, to the delivery address stated in the Purchase Order, in accordance with the then prevailing version of “Incoterms”.
- 4.2 The Supplier shall deliver the Products on the agreed date of delivery, with the risk and title passing to DIVERSITECH upon delivery.
- 4.3 Unless otherwise agreed in writing, the Supplier is responsible for making appropriate arrangements as regards to packaging and method of delivery of the Products.
- 4.4 Deliveries shall be accompanied by the appropriate shipping documents. All shipping documents and/or invoices shall contain the number of the relevant Purchase Order and, where applicable, any additional information as to the specific Products.
- 4.5 The Supplier shall promptly notify DIVERSITECH in case there is reason to believe that a delivery of Products may be delayed, specifying the relevant circumstances in each case. The Supplier shall use its best efforts to minimise the negative effects for DIVERSITECH caused by the delay, including but not limited to