

Standard Terms of Sale of Crem International AB

1 Interpretation

1.1 In these Conditions:

Acknowledgement: means an acknowledgement of an Order as issued by the Company;

Business Day: means Monday to Friday excluding public and bank holidays in Sweden;

Buyer: means the person, firm or company who purchases the Goods from the Company;

Company: means Crem International AB, a company registered in Sweden under number 556203-7746 whose principal place of business is Viksgränd 2, 670 40 Åmotfors, Värmland, Sweden;

Confidential Information: means information in relation to the Buyer or the Company all information and trade secrets relating to its business or customers which come into the possession of the other party pursuant to the Contract, in any form;

Contract: means the contract for the purchase and sale of the Goods subject to these Conditions;

Goods: means any goods (including any instalments or parts) or associated installation services or, if applicable, Warranty Services identified in an Acknowledgement;

Insolvency Event: means any of the following: (a) any action (corporate or otherwise), legal proceedings or other procedure or step is taken by any person in any jurisdiction in relation to or with a view to: (i) the winding up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Buyer (except that no right to terminate will arise in respect of any procedure commenced for the purpose of a solvent amalgamation or reconstruction); (ii) the appointment of a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator, nominee, supervisor or similar officer in respect of the Buyer or any of its assets; (iii) the enforcement of any security over any assets of the Buyer; or (iv) the expropriation, attachment, sequestration, distraining upon or execution over or affecting any material asset of the Buyer; (b) the Buyer is unable to pay its debts as they fall due or is insolvent; (c) the Buyer enters into a composition or arrangement with its creditors or any class of them; (d) the Buyer ceases to carry on business or substantially all of its business, or is struck off; or (e) the commencement of an analogous procedure / step in relation to the Buyer in a jurisdiction other than Sweden;

Order: means a binding order for the purchase of the Goods at the Price submitted by the Buyer in writing and accepted by the Company in accordance with Condition 3;

Price: means the price of the Goods stated in the Acknowledgement or as may otherwise be agreed and all other amounts included within the Price in accordance with the Contract; and

Warranty Services: warranty services as defined at Condition 9.6.

1.2 A reference to legislation is to that legislation as it is in force for the time being and any subordinate legislation to it; "includes" or "including" shall be construed without limitation to the generality of the preceding words; "writing" means a method of reproducing words in a legible and non-transitory form, including e-mail; the singular includes the plural and vice versa; a reference to one gender includes all genders; and Condition headings do not affect their interpretation.

2 Application of Terms

2.1 The Company will sell and the Buyer shall buy the Goods subject to these Conditions, which supersede any other terms which the Buyer purports to apply or which are implied by trade, custom or course of dealing. Without prejudice to other forms of acceptance, the Buyer's failure to object to these Conditions upon receipt of them or the Buyer's acceptance of any shipment of the Goods shall constitute acceptance of these Conditions.

2.2 The entire agreement between the parties for the supply of the Goods consists of (i) the Acknowledgement; (ii) these Conditions; (iii) the Order; and (iv) any documents referred to in these Conditions or the Acknowledgement. If there is any conflict or inconsistency between these documents, the earlier listed document shall prevail over a latter listed document to the extent of the conflict or inconsistency. Each party acknowledges that it has not entered into the Contract in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract.

2.3 If the Buyer and the Company enter into an equipment call off order agreement (the "Agreement") to the extent of any conflict between the Agreement and the documents set out in Condition 2.2, the Agreement shall prevail.

3 Order Process

3.1 A quotation by the Company is not an offer. Unless otherwise specified, quotations are valid for one (1) calendar month only and subject to withdrawal or revision at any time before the acceptance of a Buyer's order by the Company.

3.2 The Buyer may submit an order for the Goods to the Company. Each order submitted by the Buyer: (i) must be in writing; and (ii) is an offer by the Buyer to purchase the Goods subject to these Conditions.

3.3 No order shall be binding on the Company until a written Acknowledgement is issued by the Company or (if earlier) the Company delivers the Goods in accordance with Condition 6.

3.4 Each Order which is accepted by the Company in accordance with Condition 3.3 gives rise to a Contract, and each Contract is separate from each other Contract.

3.5 The Buyer shall ensure that the terms of any Order (including any specification supplied by the Buyer) and any information provided in relation to the Order are complete and accurate in all material respects.

3.6 Following acceptance of an Order in accordance with Condition 3.3, the Buyer may request cancellation in writing from the Company subject to the following conditions:

(a) The Buyer may request cancellation of a regular stock items at no extra charge provided his written cancellation request is received by the Company not later than five (5) Business Days prior to the Delivery Date indicated in the Acknowledgement for such regular stock item. (b) The Buyer may request cancellation of an order for specially manufactured or specially ordered (non-stock) items within three (3) Business Days of the date of acceptance of the order in accordance with Condition 3.3. If a request for cancellation of specially manufactured or specially ordered (non-stock) items is received more than three (3) Business Days after the date of acceptance of the Order in accordance with Condition 3.3 such cancellation shall be subject to a cancellation fee of one hundred percent (100%) of the price stated in the Acknowledgement.

3.7 Cancellation in accordance with Conditions 3.6 shall not be effective unless agreed in writing.

4 Specification

4.1 All descriptions, performance or technical data, samples and illustrations issued by the Company prior to supply are intended merely to present a general idea of the Goods and do not form part of the Contract.

4.2 The Company reserves the right to make any changes to any specification of the Goods which do not materially affect their quality or performance.

5 Buyers Instructions, Free-Issue Components and Bulk Orders

5.1 This Condition 5 shall be subject always to the provisions of Condition 9.

5.2 Where the Buyer requires the Company to manufacture, source or modify the Goods to its order, or specifies the source for components or whole units, or provides such components or units as free-issue parts to the Company, the Company shall be entitled to rely on the accuracy of the Buyer's instructions and gives no warranty or commitment that the Goods, components or whole units specified in this Condition 5.2 will perform to any particular standard or in any other way.

5.3 If the Buyer's order requires the Company to manufacture the Goods to the Buyer's specification, source them or any components for them from another specified party, to incorporate free-issue units or components supplied by the Buyer or to brand the Goods as the Buyer's Goods (or as required by the Buyer with another party's branding or identity): (a) the Buyer warrants that such units and components will be safe for the Company's personnel to use, comply with any statutory requirements for their use or sale in the appropriate territory and confirms that the Company is not responsible and shall not be liable for any quality, design, materials or workmanship issues associated with such units and components and indemnifies the Company against any costs or losses it incurs arising out of any such issues that do arise; and (b) the Buyer warrants that it has the necessary legal authority to disclose the information referred to in this Condition and for the purposes for which the Company is instructed to use it and the Company will be legally authorised to use such intellectual property, know-how, confidential information and trade marks as necessary to complete the Buyer's commission in relation to the Goods.

5.4 If any claim is made against the Company that the manufacture or sale of the Goods or use of the relevant intellectual property or specification provided by the Buyer infringes the rights of any third party, the Buyer shall indemnify the Company against all damages or other compensation awarded against the Company in connection with the claim or paid or agreed to be paid by the Company in settlement of the claim and all legal or other expenses incurred by the Company in or about its defence or settlement.

5.5 In relation to any Goods manufactured by the Company specifically for the Buyer, sourced from specified suppliers or branded with the Buyers or third party trade marks, corporate identity or other get up, the Buyer acknowledges that the Company will not have a ready market for such Goods and undertakes to purchase from the Company all finished Goods of this nature at the Contract price, together with all unused branding and other specifically sourced material at cost and part-finished Goods at cost price to the Company plus thirty percent (30%), or at any price agreed between the parties, on termination of the Contract howsoever (whether in whole or in relation to the Goods in question only) or where those Goods or components have become obsolete. In addition, the Buyer shall pay for any associated storage, transport or other handling costs that the Company has incurred in relation to such Goods or their components.

5.6 Where the Buyer orders goods for call-off, the Buyer shall call for delivery of or collect the total quantity of any Goods, components or materials held by the Company or placed at the disposal of the Buyer (whether at the Company's premises or the Buyer's) for call-off by the Buyer from time-to-time within no longer than six (6) months from the date on which they were first notified to the Buyer by the Company to be available for delivery or such other period as the parties may agree in writing (the "Call-off Period"). The price of the undelivered balance of the Goods or components will be payable in full at the end of the Call-off Period or, if earlier, on termination of the Contract howsoever caused whether or not the Goods have been delivered or collected.

5.7 For any free-issue components that the Buyer obliges the Company to keep, the Buyer agrees that it shall ensure that the Company has sufficient stock to meet the manufacturing obligations it has to the Buyer and that the Company may charge the Buyer a reasonable cost for the storage of such free-issue units or components.

5.8 Free issue components in the Company's control shall be returned to the Buyer at the Buyer's expense as soon as possible following termination of any Contract subject to the Company having been paid in full any relevant storage charges. If the Buyer gives no direction concerning their return within one month following the termination of the Contract as a whole or in relation to the components in question, the Company may sell or dispose of such components and return the proceeds to the Buyer net of the Company's expenses of sale and any other outstanding sums due from the Buyer to the Company under any Contract.

6 Delivery

- 6.1 Delivery of the Goods shall be made at such location as the parties may agree ("Delivery Location") and in accordance with the relevant Incoterm specified in the Acknowledgement. In the absence of any Incoterm being specified in the Acknowledgement, the Goods shall be delivered Ex-Works as defined in the 2010 Edition of the ICC Incoterms.
- 6.2 The Buyer shall provide, at its expense, adequate and appropriate equipment and manual labour for unloading the Goods.
- 6.3 Unless otherwise stated, dates for delivery are approximate only and the time of delivery is not of the essence. If no dates are so specified, delivery shall be within a reasonable time.
- 6.4 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.
- 6.5 The Buyer shall be responsible for complying with any legislation governing the importation of the Goods into, and their subsequent use or sale, in the relevant country and for the payment of any duties on such Goods.
- 6.6 The Company reserves the right to deliver the Goods in instalments. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.
- 6.7 The Buyer may not postpone the delivery of the Goods except with the prior consent in writing of the Company.
- 6.8 If the Buyer fails to take delivery of the Goods or the Company is unable to deliver the Goods because the Buyer has not provided adequate instructions, documents, licences or authorisations, then the Goods shall be deemed delivered and the Company may: (a) raise an invoice for the Goods concerned and any freight costs; (b) charge delivery plus a fee of SEK 1,000 for any additional attempts to deliver the Goods concerned; (c) store the Goods (at no cost to the Company) at the Buyer's risk until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or (d) sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the Price or charge the Buyer for any shortfall below the Price.

7 Risk and Title

- 7.1 Risk of loss or damage to the Goods shall pass to the Buyer on delivery.
- 7.2 Ownership of the Goods passes to the Customer upon the Seller receiving payment in full of the Price and all other amounts due to the Seller from the Customer from time to time in cash or cleared funds.
- 7.3 Until ownership of the Goods passes to the Buyer in accordance with Condition 7.2 or until they are used or sold in the ordinary course of the Buyer's business, the Buyer shall: (i) hold the Goods as the Company's fiduciary bailee; (ii) store the Goods (at no cost to the Company) separately from all other goods held by the Buyer and clearly mark the goods so that they remain readily identifiable as the Company's property; (iii) not destroy, deface or obscure any identifying mark or packaging of the Goods; (iv) maintain the Goods in a satisfactory condition insured for their full price against all risks for their full price from the date of delivery (maintaining the proceeds of insurance on trust for the Buyer); (v) notify the Buyer immediately if it becomes subject to an Insolvency Event; and (vi) give the Buyer such information relating to the Goods as the Buyer may require.
- 7.4 The Buyer may recover or resell the Goods at any time until they are owned by the Buyer.
- 7.5 In order to verify the Buyer's compliance with its obligations under these Conditions, employees or agents of the Company shall be entitled without notice to enter the Buyer's premises or other premises where the Goods are stored.

8 Payment

- 8.1 Unless otherwise agreed in writing, payment of the price for the Goods and charges and expenses referred to in Condition 8.2 is due in the currency specified in the Acknowledgement within thirty (30) days from the date of the invoice, but notwithstanding any other Condition, all payments payable to the Company under the Contract shall become due immediately on its termination. Time for payment shall be of the essence.
- 8.2 The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise, and no payment shall be deemed to have been received until the Company has received cleared funds.
- 8.3 Unless otherwise agreed in writing, the Price is exclusive of any applicable VAT and the costs of packaging, insurance and transport of the Goods, which shall be invoiced to the Buyer.
- 8.4 The Buyer shall pay the Company interest on overdue amounts in accordance with the Swedish Interest Act (Sw. Räntelagen).

9 Quality

- 9.1 Where the Company or any member of the Company's group is not the manufacturer of the Goods, the Company shall be obliged only to endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Company.
- 9.2 Subject to Condition 5, and unless otherwise specified by the Company in writing in the Acknowledgement or otherwise, the Company warrants that new equipment and components originally manufactured by the Company (the "Products") and sold to the Buyer will be free from defects in material and workmanship under normal use and service as specified by the Company during the period of twelve (12) months immediately following the date of delivery of the Products (the "Warranty Period").
- 9.3 The warranty in respect of Products detailed at Condition 9.2 (the "Warranty") is personal to the Buyer and may not be transferred or assigned without the prior written consent of the Company.
- 9.4 The Warranty does not cover consumable items or accessories, and no warranty is given by the Company in respect of any ancillary components and equipment forming

part of or supplied in addition to the Products which are not manufactured by the Company. The Buyer must rely on the warranty given by the manufacturer of such ancillary components and equipment.

- 9.5 The obligations of the Company under the Warranty in respect of the Products relates to parts only.
 - 9.6 The Buyer must keep the Products serviced and repaired by a suitably trained engineer in accordance with the appropriate Company service schedule and intervals. Failure to do so may invalidate the Warranty.
 - 9.7 The Buyer must inform the Company in writing of any change of address or any change of location of the Products.
 - 9.8 The Company may disclose the Buyer's details and other personal information to other companies within its group including any subsidiary company, ASP or subcontractor of the Company for the purposes of performing the obligations under the Warranty and carrying out marketing activities as notified to the Buyer from time to time.
- ## 10 Acceptance, Defects and Remedies
- 10.1 The Buyer shall accept all Goods (including Products) which meet the requirements of Condition 9. The Buyer may not reject Goods where any non-compliance is minor or trivial.
 - 10.2 The Company shall not be liable under the Warranty (or any other warranty, condition or guarantee) if: (a) the Price has not been paid by the due date for payment; (b) any defect in the Goods arises as a result of any information, drawing, instruction or specification supplied by the Buyer; or (c) any defect in the Goods arises due to fair wear and tear, wilful damage, negligence of the Buyer or any persons into whose control the Goods may pass, abnormal storage or working conditions, failure to follow the Company's instructions (whether oral or written), misuse or alteration or reworking of the Goods without the Company's prior approval.
 - 10.3 The Buyer shall inspect the Goods on delivery and any claim by the Buyer which is based on any defect in the quality, condition or quantity of the Goods must (whether or not delivery is refused by the Buyer) be notified to the Company within a reasonable time after discovery of the breach and in any event within forty eight (48) hours of delivery.
 - 10.4 If the Buyer does not notify claims in accordance with Condition 10.3 then the Buyer shall not be entitled to reject the Goods; the Company shall have no liability for such defect or failure; and the Buyer shall be bound to pay the full price for the Goods concerned.
 - 10.5 Without affecting acceptance of the Goods in accordance with applicable law, the Buyer shall be taken to have accepted the Goods where: (a) the Buyer asks for, or agrees to, their repair or replacement under Condition 10.6; or (b) the Goods are delivered to a third party under a sub-sale or other disposition.
 - 10.6 In the event the Buyer has a valid claim which has been notified to the Company pursuant to Condition 10.3, the Goods shall be appropriately stored until the Company shall have had an opportunity to inspect them and thereafter the Company shall be entitled to repair or replace the Goods free of charge or, at the Company's option, refund to the Buyer the Price (or a proportionate part of the Price). The Buyer shall, in accordance with the Company's instructions, return any defective Goods to the Company at the Buyer's cost or make such Goods available for collection by the Company.
 - 10.7 The Contract applies to repaired or replaced Goods as it applies to the Goods, and the Buyer shall acquire all right, title and interest in and to the original Goods to the extent replaced.
 - 10.8 Subject to Condition 12, where the Company fails to deliver the Goods as a result of an Event of Default, the Company's liability is limited to the price reasonably and properly incurred by the Buyer in obtaining replacement goods of an equivalent or similar description and quality to the Goods at the lowest price available, less an amount equal to the Price.
 - 10.9 The remedies set forth in this Condition 10 shall be the Buyer's sole and exclusive remedy for any defective Goods supplied by the Company or failure by the Company to deliver, and the Company shall have no further liability to the Buyer in respect thereof.

11 Company's Remedies

- 11.1 The Company is entitled to set off sums which it owes to the Buyer against sums owed by the Buyer to the Company.
- 11.2 Notwithstanding Condition 15.1, if the Buyer fails to make any payment in full on or before the due date, or if an Insolvency Event occurs in relation to the Buyer, the Company may cancel the Contract and/or suspend deliveries or performance to the Buyer.

12 Limitation of Liability

- 12.1 Subject to Condition 10, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of: (a) any breach of these Conditions; (b) any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and (c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract (each being an "Event of Default").
- 12.2 All warranties, conditions or terms not set out in the Contract and which would otherwise be implied or incorporated into the Contract by statute, common law or otherwise (other than as to statutory interest, or title to the Goods) are hereby excluded except to the extent they may not be excluded or limited by law.
- 12.3 Nothing in these Conditions excludes or limits the liability of the Company: (a) for death or personal injury caused by the Company's negligence; or (b) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or (d) for fraud or fraudulent misrepresentation.
- 12.4 The Company's total financial liability for all Events of Default in respect of any Contract shall not exceed an amount equal to the whole or part of the Price paid or payable by

- the Buyer under the relevant Contract for the Goods to which the Event of Default relates.
- 12.5 Subject to Condition 12.1, the Buyer acknowledges that any recommendations given by the Company as to the use, application, storage, handling or disposal of the Goods (whether before or after delivery) or in respect of any other matters in relation to this Contract in sales or technical literature or in response to an enquiry or in any other form are provided in good faith and the Buyer shall be responsible for assessing the suitability and appropriateness of such recommendations for itself (by trial processing if necessary) and the Company shall not have any liability for such recommendations.
- 12.6 In no event shall the Company be liable, whether for breach of contract, any tortious act or omission (including negligence) or otherwise, under or in connection with the Contract for any loss for which the Buyer has assumed the risk under the Contract, loss of profit, loss of reputation, loss of business, revenue or goodwill, anticipated savings, loss or damage to data, or for any consequential or indirect loss, and regardless of whether the loss or damage would arise in the ordinary course of events, is reasonably foreseeable, is in the contemplation of the parties, or otherwise.
- 12.7 The Company shall have no liability to the Buyer for losses which could have been avoided by the Buyer undertaking adequate testing of the Goods upon delivery.
- 12.8 The Buyer undertakes that it shall not bring any claim against any individual employee or officer of the Company in respect of or relating to the Contract.
- 13 Indemnity**
Except to the extent the Company may be liable to the Buyer under the Contract, the Buyer agrees to indemnify the Company against any losses incurred by the Company: (a) arising in connection with the Company's use of any information, instructions, specifications, materials or products supplied by the Buyer to the Company in respect of the Goods; and (b) toward a third party arising out of or in connection with the Goods supplied by the Company or their operation or use and whether arising by reason of the Company's negligence or otherwise.
- 14 Warranties**
Each party represents, warrants and undertakes to the other that it has full power and authority to enter into and perform its obligations under the Contract.
- 15 Termination**
15.1 The Company may, by giving notice to the Buyer, terminate the Contract as from the date of expiry of the notice if the Buyer commits a breach of this Agreement which, in the case of a breach capable of remedy, is not remedied within thirty (30) Business Days after the Company has given notice containing details of the breach, and requiring the breach to be remedied.
15.2 The Company may, with immediate effect, at any time by notice to the Buyer, terminate the Contract if an Insolvency Event occurs.
15.3 Termination of the Contract does not affect (a) the rights or liabilities of the parties which have accrued on or before termination; and (b) the continuance in force of Conditions 9, 10, 11, 12, 13, 15 and 17, which survive termination of this Agreement.
- 16 Force Majeure**
The Company shall not be liable to the Buyer or be deemed to be in breach of the Contract if the Buyer is prevented, hindered or otherwise delayed in performing its obligations due to any cause beyond its reasonable control. Such causes will include, but not be limited to, governmental actions, war or threat of war, national emergency, riot, civil disturbance, Act of God, fire, explosion, flood, epidemic or accident, import or export regulations or embargoes, labour disputes (including disputes involving the Buyer's own work-force), reductions in or unavailability of utilities at manufacturing plant or breakdown of plant or machinery, and unavailability of raw materials, transport, fuel, parts, machinery from normal sources or routes of supply or at commercially reasonable prices.
- 17 Confidentiality**
Each party undertakes that it shall not at any time disclose to any person the other party's Confidential Information except that each party may disclose the other party's Confidential Information: (i) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under these Conditions (and who are legally obliged to comply with provisions identical to this Condition); (ii) or as may be required by law, court order or any governmental or regulatory authority, and neither party shall use any other party's Confidential Information for any purpose other than to perform its obligations under the Contract.
- 18 General**
18.1 If any provision of the Contract is held to be illegal, invalid or unenforceable in whole or part, that provision shall to that extent be deemed not to form part of the Contract and the legality, validity and enforceability of the remainder of the Contract shall be unaffected.
18.2 The Company may assign the Contract or any part of it to any person, firm or company but the Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.
18.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract is not a waiver of any of its rights under the Contract. Any waiver by the Company of a breach by the Buyer is not a waiver of a subsequent breach.
18.4 The parties to the Contract do not intend that any term of the Contract shall be enforceable by any third party.
18.5 Orders, Acknowledgements and other general correspondence contemplated by these Conditions may be delivered by hand, by first class post or sent by facsimile or e-mail transmission, provided always that any purported termination of the Contract and all notices under which either party seeks to enforce its rights or otherwise bring a claim under the Contract must be in writing and delivered by hand or sent by pre-paid post to the other party at its registered office or principal place of business or such other address as may be agreed.
- 18.6 Any amendment to a Contract must be writing and signed by both parties.
18.7 The rights of the Buyer under the Contract are the Buyer's only rights relating to the subject matter of the Contract, and are to the exclusion of any other legal rights other than the right to claim damages for breach of contract which is not otherwise excluded by the Contract.
18.8 All warranties, conditions or terms not set out in a Contract which would otherwise be implied or incorporated into the Contract by statute, common law or otherwise (other than as to title to goods) are hereby excluded except to the extent they may not be excluded/limited by law.
18.9 Nothing in the Contract shall or shall be deemed to create a partnership between the parties.
- 19 Regulations for disposal**
19.1 In respect of any Goods sold pursuant to a Contract which are subject to the Ordinance on Producer Responsibility for Electrical and Electronic Equipment (Sw. förordning (2014:1075) om producentansvar för elutrustning), the Company shall be responsible for the cost of treatment, recovery and environmentally sound disposal of such Goods at the point at which the Buyer discards them, provided always that the Buyer has delivered such Goods, at its own cost, to such designated disposal locations as the Company shall notify the Buyer from time to time.
19.2 To the extent that the Buyer fails to deliver such Goods as stipulated by Condition 9.1, it shall indemnify the Company against all costs, fines, expenses or other damages suffered by the Company in relation to the treatment and proper disposal of the relevant Goods.
- 20 Data Protection**
Each party acknowledges that information provided by the other party during the term of this Agreement may contain personal data, the handling or processing of which may be subject to applicable data protection requirements and/or legislation. Each party agrees that it will take appropriate measures to ensure compliance with all such data protection requirements and/or legislation. Company (as controller) may hold certain information about the Buyer, such as contact information, which the Buyer acknowledges Company may share within the Company group of companies, where necessary to fulfil the Agreement. Information of the Buyer may be processed electronically in a customer relationship management tool. Buyer acknowledges that he already has the information to be provided where personal data are collected from the data subject (Article 13 GDPR). Further details on how Company processes personal data can be found at the Company's online privacy notice.
- 21 Anti-bribery**
21.1 The Buyer hereby undertakes that, at the date of the entering into these Conditions, the Contract or a Buyer's order, the Buyer itself, its directors, officers or employees have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with these Conditions, the Contract or a Buyer's order, and that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so.
21.2 The Buyer agrees that, at all times in connection with and throughout the course of the business relationship and for any resale of Goods, it will comply with and that it will take reasonable measures to ensure that their subcontractors, agents or other third parties, subject to their control or determining influence, will comply with the present undertaking.
- 22 Law and Jurisdiction**
The Contract and any dispute or claim (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Sweden, excluding its choice of law provisions and the United Nations Convention on Contracts for the International Sale of Goods, and the parties submit to the non-exclusive jurisdiction of the courts of Sweden.

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