

**MacGregor Purchasing General Conditions**

Edition 2024

**1. Definitions**

**MacGregor** means the MacGregor unit entering into the Purchase Agreement.

**Supplier** means the company supplying the Product to MacGregor.

**Purchase Agreement** shall mean the written agreement, if any, entered into between the Parties, or the respective purchase order to which these MacGregor Purchasing General Conditions are attached.

**Product** means the item supplied and/or the work or service performed by the Supplier to MacGregor including but not limited to design, manufacture, drawings and attached documents, and inspection, installation (in case of any), maintenance and other after sales services for the item supplied.

**Parties** means the Supplier and MacGregor.

**Third Party** means a Party which is not the Supplier or belonging to MacGregor Group. These Purchasing General Conditions shall apply to the purchases made by MacGregor from the Supplier under the purchase order(s) entered into under the Purchase Agreement to the extent that they are not contrary to stipulations which are either included in the order of MacGregor or otherwise expressly confirmed by MacGregor in writing.

**2. Technical Documents**

2.1 All technical documents, instructions for safety, use and maintenance, spare parts manual, certificates and drawings related to the Product shall be included in the contract price and shall be issued and supplied to MacGregor before the delivery of the Product. MacGregor has the right to use and copy these materials for any proper purpose and to place such documents or copies thereof at the disposal of the subcontractors concerned, MacGregor's customer, classification societies and other inspection authorities, insurance companies, as well as companies which may be called upon to carry out maintenance or repairs to the Product. MacGregor also has the right to include or use such technical material when compiling instructions or manuals necessary for finalizing MacGregor's product or for the use of the end products.

2.2 All drawings and technical documents relating to the Product or its manufacture, submitted by one Party to the other, shall remain the property of the submitting party. Such documentation may not, without the consent of the submitting party, or except as stated herein, be used or copied, reproduced, transmitted or communicated to a Third Party.

**3. Confidentiality**

3.1 All information, technical documentation, know-how and equipment including electronically stored data and geometries as well as non-written and orally expressed information, to which a Party has obtained access through the Parties' business relationship and possible future co-operations, including any process investigating of possibilities of such cooperation, shall for the duration of the Purchase Agreement, and for ten (10) years thereafter, be treated as confidential and may not be used for any other purpose than for the deliveries to MacGregor. Copying or reproduction of such confidential information is permitted only within the framework of fulfillment of a Party's obligations and with regard to the copyright laws and regulations.

3.2 The Supplier shall at MacGregor's request either return or destroy all confidential information of MacGregor, including copies thereof. The provisions in this section do not limit MacGregor's rights according to section 2 above.

**4. Modifications**

4.1 The Supplier shall not introduce any modifications to the design, manufacture or workmanship of the Product as set out in the Purchase Agreement and relevant related documents without the written permission of MacGregor.

4.2 MacGregor shall have the right to stipulate reasonable modifications regarding the extent of the Purchase Agreement as well as the design, manufacture or workmanship of the Product. Justifiable adjustments to the purchase price and delivery time arising therefrom may be requested by either Party.

4.3 No claim for compensation for increased costs or for changed delivery time or other modification to the terms and conditions of the Purchase Agreement shall be made by the Supplier unless the modification is confirmed in writing by MacGregor.

4.4 The liability of the Supplier shall also extend to modifications requested by MacGregor. Should MacGregor, against the Supplier's express advice to the contrary, insist on any particular material or any particular design, the Supplier shall have the right, before effecting the modifications, to disclaim in writing any responsibility for the consequences thereof.

**5. Delivery**

5.1 Agreed trade terms shall be construed in accordance with INCOTERMS 2020. If no trade terms are specifically agreed, the delivery clause shall be FCA Supplier's facility.

5.2 The method of planning of deliveries differs between the different MacGregor units, see Purchase Agreement for details. Unless otherwise agreed, planned volumes shall be regarded as forecasts only and shall not be binding on MacGregor. However, the Supplier shall maintain sufficient production and delivery capacity to ensure that deliveries can be made in accordance with forecasted volumes in the delivery plans.

5.3 If the Supplier delivers a quantity either in excess of MacGregor's order or prematurely, MacGregor shall not be responsible for taking delivery or storing or maintaining such Product and shall further be entitled to return any such excess or prematurely delivered quantity to the Supplier at the Supplier's expense or receive compensation for storage costs.

5.4 MacGregor is not obliged to inspect the Product at the time of delivery but only when it will be used in MacGregor's production and then only by taking samples at random and without having to dismantle the product or making similar extraordinary inspections.

5.5 MacGregor shall have once a contract year a possibility to return its overstock of Product and spare parts at purchase price paid by MacGregor, provided that such Product are resalable to a third party. MacGregor shall be responsible for the freight cost in such returns.

**6. Transfer of Title**

6.1 Title to the Product, all work done and all materials intended for the completion of the Purchase Agreement shall pass to MacGregor at the time of: (a) delivery, or (b) payment of the first installment of the purchase price, whichever occurs first.

**7. Delayed deliveries**

7.1 If the Supplier has reason to assume that he will not be able to meet the delivery time as agreed in the Purchase Agreement, he shall immediately notify MacGregor thereof in writing, stating the cause and estimated duration of the delay. The Supplier shall use its best endeavors to reduce the time of delay. MacGregor shall be entitled to demand the Supplier to arrange on Supplier's cost an express transportation to limit as far as possible the effects of the late delivery.

7.2 If the agreed delivery time for the Product or for the documents pertaining thereto is exceeded and if the Supplier cannot prove that the delay is directly attributable to any circumstances which according to Section 19 are to be considered Force Majeure, MacGregor shall be entitled to compensation, as liquidated damages amounting to 1% of the total purchase price for the Product ordered under the purchase order per each calendar day by which the delivery date is exceeded, the liquidated damages shall be maximum 20% of the total purchase price for the Product ordered under the relevant purchase order. The abovementioned liquidated damages shall not in any way limit or exclude MacGregor's right to full compensation of damages, or any other rights according to the Purchase Agreement or applicable law.

7.3 In addition to any other right MacGregor has according to the Purchase Agreement

MacGregor is entitled to, (i) completely or partly terminate the purchase of the Product and of other Product which MacGregor does not consider having any use of due to the late delivery, and (ii) make substitute purchases from other suppliers. The Supplier shall compensate MacGregor's direct and indirect losses, costs and damages arising out of or relating to the late delivery.

**8. Purchase Price and Terms of Payment**

8.1 The Purchase Price shall be fixed and shall include packing, packing material, any service fees and all costs due to invoicing.

8.2 Payments shall be made within the agreed terms of payment calculated from the receipt of the invoice by the addressee stated on the order, but not earlier than the day on which the Product have arrived physically at the agreed address, and shall also be made in accordance with the other conditions that the Parties have agreed upon in writing. The term of payment shall, in the absence of any other agreement, be a minimum ninety (90) days. Payment within this time is subject to conditions that the invoice is correctly addressed and contains all information necessary to MacGregor.

8.3 The Supplier shall follow MacGregor's instruction for the payment process. If the invoices do not meet the stated requirements, they may be returned to the Supplier, which may cause delays in payments and the Purchaser is not responsible for such payment delays.

8.4 When the Purchase Agreement includes the supply of technical documents, the calculation of time of payment shall not commence until the documents have been received and accepted.

8.5 Payment, assembly or usage of the Product does not imply any acceptance of the delivery or of the invoiced amount.

8.6 To the extent permitted by applicable law, and in addition to any other remedy which MacGregor may have, any MacGregor unit may deduct from or set off against the Purchase Price any compensation, damages, indemnity or any other sum payable by the Supplier to any other MacGregor unit. This shall be regardless of the place of payment or currency of either obligation.

If any obligation is unliquidated, unascertained or disputed by amount, MacGregor may set off the undisputed amount or amount estimated by it in good faith to be the amount of the obligation.

8.7 Whenever MacGregor is entitled to a set-off, MacGregor can make a declaration to the Supplier that his claim/s will be set off against MacGregor's counterclaim/s which results in the exhaustion of both the Parties' obligations up to the amount they are equal in value.

**9. Packing, marking and storage**

9.1 The Supplier shall be responsible for appropriate packing, marking and storing of the Product according to the instructions of MacGregor.

9.2 The Product shall be delivered as packed in the most appropriate manner with regard to the means of transportation to be used and the nature of the Product. The packaging shall protect the Product against dirt and all kinds of damage and corrosion, taking into account the duration of the transportation, all possible transfers from one means of transportation to another and the length of storage time. The packaging shall be suitable for the Product to be handled either manually or mechanically.

9.3 If the Supplier deems MacGregor's instructions unfit for the Product, or is unwilling to act in accordance with the instructions for any other reason, the Supplier shall notify MacGregor thereof and MacGregor shall decide on the procedure. If notification is omitted and the packing is not in conformance with the packing instructions of MacGregor, MacGregor shall be entitled to charge the Supplier for any extra handling costs incurred and if the Product are damaged due to unfit packing, the Supplier shall immediately upon the request of MacGregor deliver substitute Product at the Supplier's expense or MacGregor can make substitute purchases from other suppliers at the Supplier's expense.

9.4 MacGregor is entitled to determine the packing sizes when ordering the Product.

9.5 In case the Product is delivered by the Supplier directly to MacGregor's customer, then the Supplier shall not, without the MacGregor's permission, place any delivery note, specification or sales or marketing material in packages of the Product.

**10. Testing**

10.1 In order to ensure that MacGregor is given the opportunity to reassure that a Product is free from defects, the Supplier shall, prior to delivery of new or changed Product, manufacture and perform quality control of samples in accordance with MacGregor's from time to time valid requirements relating to testing.

10.2 Once a sample has been approved, alteration of the function, appearance, characteristics, material, production method, place of manufacture, tooling or other equipment, which may affect the Product, may be done only after written approval by MacGregor. Delivery may thereafter be made only after renewed approval of an altered sample.

10.3 MacGregor's approval of samples or drawings and supervision of design work or manufacture shall not affect the Supplier's liability and/or obligations in accordance with the Purchase Agreement and does not in any way limit MacGregor's right to present claims.

**11. Purchase Inspection and Quality**

11.1 MacGregor or MacGregor's representative or customer shall be entitled to perform inspections related to quality control and/or manufacture of the Product at the Supplier's production plant at times desired by MacGregor both during manufacture of the Product and after completion thereof. For this purpose the Supplier shall make available to MacGregor all documents in its possession relating to manufacture and manufacturing processes and shall place at the disposal of MacGregor free of charge any necessary equipment and premises. Furthermore the Supplier ensures that MacGregor has the possibility to perform such inspections also at the production plants of the Supplier's sub-suppliers.

11.2 The inspections and tests performed by MacGregor shall in no respect decrease the Supplier's obligations and responsibilities stipulated in the Purchase Agreement and do not in any way limit MacGregor's right to present claims.

**12. Supplier's subcontractors**

12.1 The Supplier shall inform MacGregor of any change in Supplier's subcontractors. The Supplier shall be responsible for its subcontractors' performance and shall ensure that the terms and conditions used with its subcontractors shall be in all material respects consistent with these Purchasing General Conditions and the Purchase Agreement. Approval of any Supplier's subcontractors creates no contractual relationship between such subcontractor and MacGregor.

**13. Warranty**

13.1 The Supplier warrants that the Product supplied is free from defects. A Product shall be considered defective if it:

- (i) in any respect deviates from the technical specification,
- (ii) does not possess the characteristics that the Supplier has referred through samples, prototypes or in marketing,
- (iii) is not as safe as MacGregor could reasonably have expected,
- (iv) is not fit for the particular purpose for which MacGregor intended it to be used, or
- (v) otherwise deviates from what MacGregor reasonably could have expected.

13.2 The warranty period is 24 months from the date on which the end product has been taken into use, but shall not exceed 36 months from the date on which the Products have been delivered to MacGregor. Claims shall be presented no later than 6 months after the end of the warranty period.

13.3 If any repair under the warranty period is made after MacGregor's customer has put the Product or part thereof in service, the warranty period in respect of repaired or replaced Product or part thereof shall be extended by 12 months from the date when the repair or replacement work was approved by MacGregor's customer.

13.4 The above-stated time limits shall, however, not apply, should there be a risk of personal injury or damage to property other than the defective part, or of a repetitive defect.

13.5 It is implied in the guarantee that the faults and defects found under the guarantee period existed already when the Product was delivered to the MacGregor. The warranty under the Purchase Agreement shall be in addition to and not in limitation of all other warranties, guarantees, remedies or indemnities required and/or arising pursuant to applicable law.

13.6 In case of a service combined situation, Supplier shall perform the services in a professional and workmanlike manner, with skill, quality and due care, consistent with best industry standards and in accordance with the requirements of this Purchase Agreement or MacGregor. Supplier shall follow MacGregor's instructions for performing the services.

13.7 Supplier confirms that it will perform the services in a good and workmanlike manner, consistent

with industry standards and with the requirements of this Purchase Agreement. Supplier shall follow MacGregor's instructions in performing the services. Supplier warrants that it has in each individual case sufficiently familiarized itself with the scope of the services specified by MacGregor in each order, the site and particularly the tender documents. If Supplier anticipates that services cannot be carried out in accordance with the agreed schedule, the Supplier shall inform MacGregor immediately in writing and provide reasons thereof.

13.8 Supplier shall at his own cost remedy any defects in the services he has provided without undue delay after receipt of notice. Supplier shall promptly and in any case within seven (7) days carry out an inspection and re-perform the services or repair any defects in the services found in such inspection at his own expense. MacGregor has always the right to request such inspection.

13.9 Supplier shall carry on all his duties and activities at his own risk. Supplier shall be solely responsible for the care and safety of its workers as well as equipment to prevent accidents or damages during the fulfillment of the Purchase Agreement. Supplier shall be responsible for the professional and technical competence of its employees.

13.10 Supplier shall agree with MacGregor the timetable and other details of the service visits or other service tasks. Supplier shall submit all required reports to MacGregor after each service visit or other service tasks if required by MacGregor.

#### **14. Liability for defects or shortcomings**

14.1 As MacGregor's international operations in the global marine business demand all due promptness and reliability, it is understood that the Supplier appreciates and accepts the fact that time and quality is of the essence. Therefore the Supplier shall fulfill all obligations he has undertaken under the Purchase Agreement with particular care and understanding that even a minor breach of the Purchase Agreement may have a detrimental effect on and cause considerable damage to MacGregor or its customer. The Supplier shall use his best efforts to fulfill his obligations in respect of the quality, quantity and delivery time of the Product.

14.2 In the event that a Product is defective or a delivery does not contain the agreed quantity, MacGregor shall be entitled to (i) demand immediate rectification, or (ii) demand immediate delivery of substitute Product.

14.3 If a defective Product cannot be repaired or replaced without delay or if there is a risk of production disturbances at MacGregor or delivery disturbance from MacGregor, MacGregor shall be entitled, without obtaining the Supplier's consent and at the Supplier's expense, to make the necessary repair work or completely or partly annul the purchase of the Product and other such Product that MacGregor does not consider having any use of due to the defect or shortcoming, and also to undertake substitute purchases from another supplier.

14.4 The Supplier shall compensate MacGregor for any and all costs, expenses, losses and damages arising out of or relating to any defect or shortcoming in the Product, any error in design or drawings, any work performed by the Supplier or its subcontractors, a faulty or incomplete delivery or any other breach of the Purchase Agreement, including but not limited to costs for assembly and disassembly, detection and analysis, scrapping and transportation.

14.5 If MacGregor due to a delivery of a defective Product considers it necessary to inspect all Product of the same kind delivered by the Supplier, MacGregor is entitled, after giving the Supplier notice thereof, to make such inspection at the Supplier's expense and without awaiting the Supplier's approval. The notice shall describe the nature of the defect as well as the time and place of the inspection. If possible, the Supplier shall be present at the inspection.

#### **15. Indemnity**

15.1 Except to the extent the Product has been designed or specified by MacGregor, the Supplier shall assume liability for the Product being in compliance with the requirements of valid laws, statutes and regulations.

15.2 The Supplier shall indemnify and hold MacGregor harmless against any losses and claims for injuries or damage to any person or property which may arise out of or in consequence of the performance of the Purchase Agreement by the Supplier and against all claims, demands, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto. The Supplier's liability to indemnify MacGregor as aforesaid shall be reduced proportionately to the extent that an act or omission of MacGregor, its employees or representatives may have contributed to the said loss, injury or damage.

15.3 If there is a risk of an end-product causing personal injury or property damage due to defects in the supplied Product, MacGregor has the right to decide on the recall of the end-product, and if MacGregor thus decides, the Supplier shall compensate MacGregor for its costs related to such recall.

#### **16. Product Liability Insurance**

16.1 The Supplier shall enter into and maintain on a continuous basis a global product liability insurance (or a general liability insurance which includes global coverage for product liability) with an insured amount of not less than one million (1.000.000) Euro per event, which shall be valid as long as claims can be made against MacGregor under applicable laws or regulations. The Supplier shall at MacGregor's request also supply MacGregor with a copy of the insurance certificate. The Supplier may not terminate such insurance without prior written consent of MacGregor.

#### **17. Tooling**

17.1 If MacGregor is supplying tools or equipment for the manufacturing of the Product or if the Supplier acquires such tools or equipment at the specific request of MacGregor such tools shall be the property of MacGregor.

17.2 The Supplier shall at his own cost undertake to maintain tools and equipment in such a way that the Product specifications are complied with. The Supplier reassures that all tools that are the property of MacGregor will at all times be marked as specified by MacGregor and will maintain sufficient documentation as to verify that these are the property of MacGregor. The Supplier will also undertake to inform MacGregor in due time in the event that renewal will be needed.

17.3 The Supplier shall at all times carry sufficient insurance, to cover any damage to these items.

17.4 The procedure with use and return of the tools shall correspond to what is mentioned above under section 2 and 3 for drawings and documents.

#### **18. Liens**

18.1 Supplier shall ensure that title to the Product shall be free and clear of any and all liens. Supplier agrees that it will be exclusively responsible for and indemnify and hold MacGregor harmless from any such lien as well as all claims for non-payment by Supplier to its suppliers and subcontractors.

#### **19. Force Majeure**

19.1 The following circumstances as examples but not limited to, shall constitute an event of "force majeure", if provided that they arise subsequent to the entering into the Purchase Agreement and could not have reasonably been anticipated by the Party at the time of concluding the Purchase Agreement: nationwide industrial disputes and any other circumstances beyond the control of the Parties such as fire, war, general mobilization, seizure, currency restrictions, insurrection, riot and acts of God. The Party wishing to claim relief shall notify the other Party in writing as soon as the intervention and the cessation of such circumstance take place. The Supplier shall notify MacGregor when the delivery can be expected. Force Majeure does not include occurrences or disruptions that make the performance under the Purchase Agreement merely commercially impracticable.

19.2 In the case of Force Majeure the contractual obligations of the Parties shall be suspended. The Party wishing to claim relief shall notify the other Party in writing as soon

as the intervention and the cessation of such circumstance takes place. The Supplier shall notify the Purchaser when the delivery can be expected. The Party claiming Force Majeure shall use all reasonable means available to prevent and reduce the effects resulting from force majeure.

19.3 An impediment suffered by a subcontractor or sub-supplier of a Party and constituting Force Majeure hereunder shall discharge the affected Party from liability only if subcontracting from another source is not possible without unreasonable costs or significant loss of time. In the event that the Supplier should be discharged from any liability by virtue of force majeure, then the Purchaser shall be equally discharged from any corresponding liability for the duration of the Supplier's discharge, including without limitation any payment obligations. \

#### **20. Termination of the Purchase Agreement**

20.1 MacGregor shall have the right to terminate the Purchase Agreement by written notice and with immediate effect if:

(i) the Supplier's performance of the Purchase Agreement is impeded for more than 1 month by reason of Force Majeure, or (ii) the Supplier has committed a material breach of the Purchase Agreement. In addition to the above, a Party is entitled to terminate the Purchase Agreement with immediate effect if (i) the other Party enters into composition negotiation, is declared bankrupt, goes into liquidation or for any other reason can be assumed to have become insolvent or not able to fulfill his obligations stipulated in the Purchase Agreement; or d) the other Party is acquired by a competitor to the first Party.

20.2 Termination according to this provision shall be done without unreasonable delay after such circumstance becomes known to the Party or should have become known to the Party.

20.3 Termination shall be made in writing. The Supplier undertakes to inform MacGregor of any change in its ownership and will, irrespective of grounds for termination, continue deliveries to MacGregor to the extent necessary, however minimum 6 months from date of termination, at prices and other conditions valid before that date.

20.4 MacGregor shall have the right at any time by written notice to the Supplier to terminate the purchase order, including any committed forecasts, and to require the Supplier to cease work thereunder, if MacGregor's customer has terminated the respective order between MacGregor and its customer or in case of a sudden or dramatic change in market demand.

20.5 In the event of termination under this clause 20.2, and provided always that the Supplier is not in default, the Supplier shall be entitled to payment pursuant to the terms of the Purchase Agreement for all direct costs it has accrued for the Product delivered and work performed as of the date of the termination. It is a precondition to any payments hereunder that the Supplier verifies all costs and expenses by providing accounting records and/or sufficient documentation to MacGregor. The Parties acknowledge that the Supplier shall not be entitled to profit on any part of the terminated work, unless delivered to MacGregor and approved for payment before the date of termination. MacGregor shall not be responsible for costs relating to Product that are resalable to a third party.

20.6 The Parties shall have no liability because of termination other than in accordance with the provisions above.

#### **21. Assignment of the Purchase Agreement**

21.1 A Party may not assign the rights or obligations under the Purchase Agreement to any Third Party without the other Party's written consent. If an essential change takes place in the Supplier's ownership, it shall immediately be reported to MacGregor and the Supplier must assure that the Purchase Agreement will be upheld. MacGregor may, however, without the Supplier's consent assign the Purchase Agreement to any other company within the MacGregor Group.

#### **22. Limitation of Liability**

22.1 In no event, to the extent permitted by law, shall MacGregor be liable for the Supplier or any third party for any consequential or indirect loss or damages, including but not limited to damage to persons or property, loss of profit or loss of use whether or not MacGregor has been advised of the possibility of such loss or damage.

#### **23. Compliance**

23.1 People and Society. The Supplier shall respect human rights in its operation and supply chain. The Supplier represents and warrants that neither it nor its parent or affiliated entities or subcontractors are engaged in any practice inconsistent with the rights set forth in the ILO Labor Standards, which, inter alia, require that the Supplier shall take all appropriate measures to prevent modern slavery, child labor or exploitative labor practices by its employees or any other person engaged by the Supplier to perform any services under the contract. The Supplier shall follow all applicable health and safety regulations. The Supplier shall comply with applicable conflict minerals regulation and cooperate fully with MacGregor in investigating the source of any tantalum, tin, tungsten or gold or other minerals in the products it supplies to MacGregor.

23.2 Environment. The Supplier agrees to operate in an environmentally conscious manner and comply with all environmental laws and regulations (including without limitation the REACH regulation, EPA restrictions) which are appropriate and applicable to the operation and location(s) where the Purchase Agreement is being performed. In case any products supplied to MacGregor under the Purchase Agreement contain regulated substances (REACH, RoHS, EPA), the Supplier agrees to share up-to-date and correct information via BOM check platform in a timely manner.

23.3 Governance. The Supplier shall comply with all applicable laws and regulations pertaining to money-laundering, embargoes and/or sanction requirements, bribery, corruption and anti-terrorism, including but not limited to the principles contained in the applicable export control and sanctions regulations as well as the US Foreign Corrupt Practices Act and the UK Bribery Act. The Supplier agrees that, at all times in connection with and throughout the course of the Purchase Agreement, it shall not give or accept any undue pecuniary or other advantage of any kind to the extent that doing so would be in violation of the anti-bribery laws of any relevant jurisdiction. All payments under the contract shall be made by check or wire transfer.

23.4 Data Privacy. The Supplier shall comply with MacGregor privacy policy, which could be updated afterward upon its sole decision. Each Party shall process and treat agreement relating data, including but not limited to, names and business contact details of employees, business contacts persons and representatives of each Party, such as title, name, email address, telephone number etc., in accordance with applicable laws, in accordance with specific instructions from the other Party, and in any event in a safe and secure manner preventing unauthorized access, use or disclosure. Each Party will use adequate contractual and technical mechanisms to protect these data.

23.5 The Supplier confirms that it is aware of and shall comply with MacGregor's Business Partner Code of Conduct as found online and principles of social responsibility as made publicly available by MacGregor from time to time.

#### **24. Spare Parts**

24.1 The Supplier shall pursuant to the conditions in the Purchase Agreement guarantee the flexible supply of spare parts for the Product at commercially moderate prices for a period of fifteen (15) years after MacGregor's purchases for serial production from the Supplier have ceased.

#### **25. Intellectual Property Rights**

25.1 Any technology, including specifications, designs or tools provided by MacGregor, or design or other material produced by MacGregor's subcontractors, shall be the property of MacGregor or MacGregor's subcontractors (as the case may be) and may not be used for other purposes than to fulfill the obligations in the Purchase Agreement. In particular the Supplier shall not produce the Product for himself or sell to Third Parties if the Product is manufactured wholly or partly in accordance with technical specifications or other technology, designs, know-how or tools provided by MacGregor.

25.2 The title and all intellectual property rights in and to the Product, inventions or know-how developed together by the Parties, or by the Supplier on MacGregor's request, shall vest in and be the sole and exclusive property of MacGregor.

25.3 The Supplier shall assume liability for, indemnify and hold MacGregor, MacGregor's affiliates and customers harmless from all claims, expenses and proceedings related to infringements of patents or other intellectual property rights in relation to the Product and the use thereof, unless the claimed infringements relates solely to technical specifications provided by MacGregor. The Supplier's responsibility and liability to hold MacGregor, MacGregor's affiliates and customers harmless continues even after the Purchase Agreement has terminated as long as claims may be presented by a Third Party against MacGregor, MacGregor's affiliates or customers.

25.4 In order to protect MacGregor's knowhow and confidential information, the Supplier shall not

allow representatives of Macgregor's competitors to enter those Supplier's premises where Product that include Macgregor's technology or knowhow are developed or manufactured and the Supplier shall inform Macgregor in case it develops or supplies equivalent, similar or competing products to any Macgregor's competitor.

**26. Offset Cooperation**

26.1 The Supplier acknowledges that Macgregor, in various international markets, has to accept offset and/or countertrade obligations under which the Buyer may be required to offer some level of industrial benefit back to Macgregor's customer which may be directly or indirectly to the end user. The Supplier agrees and commits that on a case by case basis and to the best endeavors of the Supplier, that the Supplier will where requested by Macgregor, in a mutually acceptable manner and to a mutually acceptable value, proactively support Macgregor in its activities to discharge its offset/countertrade obligations.

**27. Order of priority of Purchase Agreement Documents**

27.1 The Purchase Agreement may comprise following documents:

1. Purchase Agreement
2. MacGregor's order
3. MacGregor's Purchasing General Conditions
4. Supplier's order confirmation
5. Supplier's offer

27.2 In case of discrepancies between the above detailed documents, the Purchase Agreement shall prevail and thereafter the rest of the documents according to the order above.

**28. No Waivers**

28.1 Any failure of either Party to enforce, at any time or for any period of time, any of the provisions of the Purchase Agreement shall not be construed as a waiver of such provisions or of the right of the Party thereafter to enforce each such provision.

**29. Provisions severable**

29.1 In case any provision or any part of a provision of the Purchase Agreement held invalid or unenforceable, the validity of the remaining provisions of the Purchase Agreement shall not be affected thereby and each remaining provision or part thereof will be valid and enforceable to the full extent permitted by law.

**30. Entire Agreement**

30.1 None of the Parties shall be bound by any definition, condition, representation, warranty or covenant other than expressly stated in the Purchase Agreement or its annexes or as otherwise agreed by the Parties in writing.

**31. Applicable Law and Disputes**

31.1 In case a MacGregor affiliate/unit and the Supplier have the same domicile, the Purchase Agreement will be governed and constructed in accordance with the law of that country. In other cases, the Purchase Agreement shall be construed and interpreted in accordance with the substantive law of the Macgregor affiliate/unit country, excluding any conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

31.2 Any dispute, controversy or claim arising out of or in connection with the Purchase Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the International Chamber of Commerce by three arbitrator appointed in accordance with the said Rules, provided that the Purchaser shall be entitled to seek such injunctions and/or order for specific performance as may be necessary to enforce confidentiality or IPR. The arbitration shall take place in Helsinki, Finland and the language to be used in the arbitral proceedings shall be English.