

CONFIDENTIAL

DATED , 2010

ATLET AB

and

[Supplier]

MASTER PURCHASE AGREEMENT

(Terms and Conditions)



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This Master Purchase Agreement is made the day of , 2010 (Effective Date”)

BETWEEN:

ATLET AB, Metallvägen 9-11, 435 82 Mölnlycke (“Atlet”)

AND:

[...] (“Supplier”)

(collectively, the “Parties” and individually a “Party”).

Background

- (A) Atlet is engaged in the design, manufacture, assembly and/or sale of forklifts, warehouse equipment and its components.
- (B) Supplier is engaged in the design, manufacture and/or sale of components for forklifts and warehouse equipment.
- (C) Atlet wishes to purchase forklift and warehouse components from Supplier under the following terms and conditions.

Now, therefore the Parties agree to the terms and conditions set forth in this Agreement.

Article 1. Definitions

1.1 In this Agreement the following terms shall have the following meanings:

“Acceptance Drawing”

a drawing in any medium, including an electronic version in a CAD format made by Supplier, based upon specifications set out in an RFQ issued by Atlet, and approved by Atlet.;

“Agreed Specification”

Any specification (including quality and reliability standards), data, descriptions, samples or other information relating to the Parts tendered by Supplier and approved by Atlet or any specification designated by Atlet and approved by Supplier;

“Agreement”

this Master Purchase Agreement;

“Applicable Law”

all laws, rules and regulations applicable in any jurisdiction where the Parts are manufactured, including EU directives or regulations (such as the Directive 2006/42/EC of the European Parliament and the Council of the European Union on machinery);

“Atlet Drawing”

a drawing in any medium, including an electronic version in a CAD format or other technical document of similar nature made by or belonging to Atlet;

“Atlet Property”

has the meaning set out in Article 18.2;

“Background Patents”

- (i) any registered patent, registered utility model or registered design right acquired or owned prior to starting the Development Work; or
- (ii) any application to register a patent, utility model or design right filed prior to starting the Development Work;

“Confidential Information”

has the meaning set out in Article 23.1;

”Defect”

has the meaning set out in Article 10.2;

“Development Work”

all work necessary to develop the Parts so that the Parts meet all Agreed Specifications and are fit for their intended purpose;

“Delay”

if the delivery of any Part(s) to Atlet occurs later than as set out in the relevant Delivery Plan, Purchase Order or Single Purchase Order;

“Delivery Plan”

has the meaning as set out in Article 4.2;

“Release”

fixed volume and delivery date set out in a Delivery Plan or requested volume and delivery date set out in a Purchase Order;

“Forecast”

non-binding estimated requirements of Parts;

“Intellectual Property Rights”

any patent, utility model, design right, copyright (including any right in computer software), database right or topography right (whether or not any of these are registered and including applications for registrations of any such thing) and any trade secret, know-how or any right or form of protection of a similar nature or having equivalent or similar effect to any of those

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which may subsist anywhere in the world, and for the purpose of Articles 17 and 18 shall also include any trademark, service mark, trade or business name;

“Open Purchase Order”

Any Open Purchase Order or amendment thereto, indicating the agreed supply commitment between Atlet and the Supplier;

“Parts”

all goods more particularly described in any Open Purchase Order or Single Purchase Order, including production parts, trial parts, service parts, sample parts, accessories, raw materials and Vendor Tooling;

“Material Commitment”

commitment from Atlet in a Delivery Plan to purchase the material required for the manufacture of the Parts;

“Price”

the price of the Parts identified in the applicable Open Purchase Order or Single Purchase Order;

“Purchase Order”

has the meaning set out in Article 4.2;

“RFQ”

Atlet’s Request For Quotation form containing questions on prices for existing or new Parts;

“Service Parts”

has the meaning set out in Article 20;

“Specification”

any specification tender (including quality and reliability standards), data, descriptions, samples or other information relating to the Parts;

“Single Purchase Order”

A Purchase Order for Parts bought as special design material to a specific production unit, prototype parts, tooling or any other non production service/part.

“Subcontractors”

has the meaning set out in Article 22;

“Technical Information”

has the meaning set out in Article 15.2;

“Tooling”

all tools, jigs, dies, gauges, fixtures, moulds, patterns and other equipment used by Supplier in manufacturing the Parts; and

“Vendor Tooling”

all Tooling paid or to be paid for by Atlet, and used by Supplier in manufacturing the Parts.

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Article 2. Agreement

- 2.1 Atlet agrees to purchase and Supplier agrees to sell the Parts under the terms and conditions of this Agreement; provided however, that any specific commitments to purchase and sell shall be subject to the issuance by Atlet of an Open Purchase Order, (including Delivery Plan or Purchase Order) or a Single Purchase Order.
- 2.2 Supplier agrees to pursue actively ongoing reductions in the Price and ongoing improvements in the quality of the Parts.

Article 3. Agreed Specifications

- 3.1 Supplier shall manufacture the Parts in accordance with;
- (1) Atlet Drawings furnished by Atlet to Supplier;
 - (2) Acceptance Drawings; and
 - (3) Agreed Specifications.
- 3.2 After one or more Atlet Drawings and/or Specifications have been provided to Supplier, and before Supplier manufactures the Parts, Supplier shall review and approve the same in accordance with the Atlet Supplier Manual. Supplier shall immediately notify Atlet in the event that Supplier has reason to believe that any Atlet Drawing or Specification is inadequate to produce Parts that will satisfy all warranties in Article 10 and that will function throughout the greater of the expected life of the Parts or the applicable warranty period.
- 3.3 Supplier shall not make any changes in the composition of any Agreed Specification or in the design of any Part without Atlet's prior written agreement.

Article 4. Purchase Procedures

- 4.1 The Open Purchase Order indicates Atlet's supply requirements of Parts during a twelve month period. Open Purchase Orders shall be placed by Atlet and confirmed by Supplier. Each Open Purchase Order shall include;
- Atlet's Part number and description;
 - Lead time for each Part number;
 - Price for each Part number;
 - Release time;
 - Material Commitment time for each Part number,
 - Payment terms; and
 - Delivery terms.

Each Open Purchase Order issued and confirmed shall be deemed to be an integral part of this Agreement. Each Open Purchase Order shall be valid until changed by mutual agreement or cancelled or replaced in whole or in part by Atlet.

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- 4.2 In conjunction with each issued and confirmed Open Purchase Order, Atlet may issue one or more Delivery Plans (for batch orders) or Purchase Orders (for machine specific orders). A Delivery Plan (“Delivery Plan”) consists of Releases, Material Commitments and Forecasts. The Releases are fixed and binding upon the Parties with regard to volume and delivery time, the Material Commitments are commitments from Atlet to purchase the material required for the manufacture of the Parts set out therein and Forecasts are non-binding estimated requirements of Parts for the remainder of the 12 month period. A Purchase Order (“Purchase Order”) consists of Releases for materials to specific production units. Each issued Delivery Plan shall be valid until changed by mutual agreement or cancelled or replaced in whole or in part by Atlet.
- 4.3 Provided that a Release in a Delivery Plan or a Release in a Purchase Order is in conformity with the relevant estimated Forecast and the lead times set out in the relevant Open Purchase Order, Supplier shall be obliged to deliver the Parts to Atlet in the quantity and by the time specified in the relevant Delivery Plan or Open Purchase Order.
- 4.4 In addition to and outside of any Open Purchase Order, Atlet may from time to time place Single Purchase Orders. Supplier shall within **15** days of receipt of a Single Purchase Order either confirm the order or indicate in writing the terms upon which such order can be delivered. Atlet shall then either confirm or reject such amended terms.

Article 5. Delay

- 5.1 In the event that a Delay is likely to occur, Supplier shall notify Atlet in advance, stating the cause for the Delay and its best estimate of when delivery can be made.
- 5.2 Supplier acknowledges and accepts that time is of the essence and that notice according to Article 5.1 does not release Supplier from its liabilities for all direct losses, costs or expenses resulting from incomplete or delayed delivery; without prejudice to Atlet’s other available rights and remedies.
- 5.3 Upon receipt of notice according to Article 5.1, Atlet has the right to reject in whole or in part the delivery of the Parts. Supplier shall reimburse Atlet for all direct losses, costs or expenses due to incomplete or delayed delivery. If delivery in Atlet’s reasonable opinion is urgently required, Atlet may choose to have the delivery of the delayed Parts made by air freight or other premium Freight method. Provided and to the extent that the Delay is Supplier’s responsibility, any and all costs related to such freight shall be borne by Supplier.

Article 6. Title, Risk and Inspection of Parts

- 6.1 The title to and the risk of loss or damage to the Parts shall pass from Supplier to Atlet at the time of delivery of the Parts to Atlet.
- 6.2 Atlet is entitled to inspect the Parts at the time of delivery. If any delivered Part is defective, damaged, non-conforming or in breach of Supplier’s warranties, Atlet may reject the delivery in whole. In such case, Supplier shall promptly deliver replacement Parts conforming to the Agreed Specifications and arrange for return freight of the rejected Parts. All costs for delivery of replacement Parts and all costs for return freight of the rejected Parts shall be borne by Supplier. Atlet has the right to debit an administrative fee for the rejected Parts.

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Article 7. Packaging, Marking and Shipping

- 7.1 All Parts shall be properly packaged, labelled, marked and shipped at Supplier's expense in accordance with Atlet's requirements.
- 7.2 If Atlet is responsible for arranging transportation and/or packaging (returnable), Supplier shall comply with Atlet's instructions.
- 7.3 Each packing slip, bill of lading, shipping notice and invoice shall bear Atlet's applicable part number, Open Purchase Order number or Single Purchase Order number, date of shipment, quantity shipped, address of Atlet, forwarding information and any other information requested by Atlet, including serial numbers, if applicable.

Article 8. Price, Invoicing and Payment

- 8.1 Supplier shall invoice Atlet for the Parts delivered in accordance with the relevant Open Purchase Order or Single Purchase Order. Invoices shall include all data and supporting documentation requested by Atlet such as Atlet's applicable part number, Open Purchase Order number or Single Purchase Order number, date of shipment and quantity shipped.
- 8.2 Atlet shall pay the Price to Supplier in accordance with the payment procedure set out in the relevant Open Purchase Order or Single Purchase Order.

Article 9. Changes of Open Purchase Orders

Atlet may, by notice to Supplier at any time, with the exception of Parts subject of a Release in a Delivery Plan or a Release in a Purchase Order, change any one or more of the following:

- (1) quantity;
- (2) specifications; or
- (3) methods of packaging or shipment,

If a change of an Open Purchase Order reasonably gives rise to an adjustment of the Price or other terms such change shall be agreed in writing between the Parties.

If a change of an Open Purchase Order reduces a Material commitment set out in a Delivery Plan already issued, Atlet shall be obliged to purchase the materials subject of such Material commitment irrespective of such change.

Article 10. Warranties

10.1 Supplier warrants that it has good and merchantable title to the Parts and that the Parts shall:

- (1) be free from defects in design (to the extent that Supplier has furnished the design), materials, workmanship and performance;
- (2) be fit for the particular purpose for which the Parts are sold;
- (3) comply with all Atlet Drawings, Acceptance Drawings and Agreed Specifications;
- (4) comply with all Applicable Laws.

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10.2 If there is a breach of any of the warranties set out in 10.1 above (a “Defect”) Atlet shall have the right to either:

- (1) demand promptly delivery of substitute non-defective Parts;
- (2) claim reimbursement for costs of remedial works, required to cure the Defect, undertaken by Atlet or a third party;
- (3) demand that the Supplier rectify the Defect at his own expense; or
- (4) cancel any Release or Release in whole or in part relating to such Defective Parts.

Further, Atlet shall be entitled to compensation for any direct losses, costs or expenses incurred or suffered by Atlet as a result of such breach of warranty. Atlet shall notify the Supplier of Defects within a reasonable time after becoming aware of them. All warranties shall extend to Atlet for a period of twenty four months from delivery.

Payment to Supplier shall not be construed as acceptance by Atlet or agreement by Atlet that the Parts conform to the terms and conditions of this Agreement. Any inspection or testing by Atlet shall not relieve Supplier of its obligations under this Agreement.

Article 11. Atlet Supplier Manual

Supplier shall comply with Atlet’s Supplier Manual as amended and updated by Atlet from time to time giving Supplier not less than days prior notice.

Article 12. Recall and Reimbursement

Supplier shall reimburse Atlet, to the extent attributable to Supplier, for all costs incurred by Atlet (including costs for notification, replacement parts, labour, penalties, fines, and buy backs) as a result of any recall, service campaign or similar program initiated by Atlet, or required for compliance with any applicable law relating to product safety. All decisions regarding recalls, service campaigns, and similar programs shall be made by Atlet, at its sole discretion after consultation with Supplier.

Article 13. Third Party Claims

13.1 Supplier shall maintain a third party liability insurance (covering product liability) which is sufficient in nature, scope and amount to cover any liability it may incur in connection with the performance of its obligations pursuant to this Agreement. Upon demand, the Supplier shall submit all requested certificates of insurance.

13.2 Supplier shall indemnify and hold Atlet harmless against any losses and claims relating to damage to any person or property caused by any Defects in or failure of the Parts or part thereof and against all claims, demands, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto.

13.3 Atlet shall indemnify and hold Supplier harmless against any losses and claims relating to damage to any person or property caused by the handling, mounting, fitting or assembly of a Part and against all claims, demands, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto.

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13.4 In order for a Party (below referred to as the "Indemnified Party") to be able to claim compensation from the other Party in respect of an indemnity for any third party claim set out herein:

- a) the Indemnified Party shall without delay inform the other Party (below referred to as the "Indemnifying Party") in writing of any claim made by a third party against, or any other loss, cost or liability incurred by it;
- b) the Indemnified Party shall without delay inform the Indemnifying Party in writing if legal action is taken on account of such claim and the Indemnifying Party shall have full authority to assume full responsibility for the handling of the dispute and to defend or settle the same through its counsel. Neither Party may, without prior written approval of the other Party, settle any claim or make any admission of fact at the other Party's expense; and
- c) the Indemnified Party shall co-operate, to a reasonable extent, with the Indemnifying Party in the defence or settlement of any claim, suit or proceeding.

Article 14. Right of Access to Supplier's Claims' Information

At Atlet's request, Supplier shall promptly provide access to its records of warranty or product liability claims relating to the Parts. Atlet has the right to review and copy such records, and to require Supplier to prepare and provide reports or analyses of the quality, reliability, performance, or safety of the Parts, and/or complaints, actions or claims relating to the Parts. Supplier shall retain such records, reports and analyses as required by the Applicable Laws or for at least five (5) years, whichever is longer.

Article 15. Handling of Drawings

15.1 Supplier shall furnish Atlet with the Acceptance Drawings when applicable. Notwithstanding the provisions of Article 23, Atlet may copy, prepare derivative works and disclose the Acceptance Drawings to any third party.

15.2 Supplier shall furnish Atlet with specifications, concept sheets, CAD data, information and other data Supplier acquires or develops in the course of Supplier's activities under this Agreement as well as all other information and data that Atlet deems necessary to understand the Parts covered by this Agreement and their manufacture (collectively the "Technical Information"). As to any Technical Information that is Confidential Information (as defined in Article 23), Atlet shall not copy and disclose such Technical Information to any third party without the prior consent of Supplier, except to the limited extent permitted under Article 23.

Article 16. Intellectual Property Rights

16.1 Each Party retains its Intellectual Property Rights which were created before the commencement of the Development Work.

16.2 Atlet shall be the owner of all Intellectual Property Rights being the result of the Development Work. Further, Atlet shall be the owner of all technical data, drawings and information relating to the Parts and/or the Development Work.

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16.2 If this Agreement is terminated by Atlet due to Suppliers breach of Agreement according to Article 28, Atlet is entitled to manufacture or have manufactured, repair or modify the Parts. In accordance with such termination of the Agreement, Supplier is granted a non-exclusive, perpetual and royalty free license to Supplier's Intellectual Property Rights for the purpose of the manufacture, repair or modification of the Parts.

16.3 If Supplier makes or creates an invention, patentable discovery, improvement or process based on the technical data, information, proposals or opinions provided by Atlet, Supplier shall forthwith notify Atlet thereof and the Parties shall discuss in good faith and agree on the ownership of the Intellectual Property Rights subsisting or embodied therein.

16.4 This Article 16 shall survive the termination of this Agreement.

Article 17. Infringement

17.1 To the extent that Supplier has furnished the design of the Parts, Supplier shall defend, indemnify and hold Atlet and its dealers and their dealers and their respective officers, directors and employees harmless in full against all loss, liability, damages, costs and all expenses, including attorney fees and expert fees, arising directly or indirectly out of any claims, actions or lawsuits, alleging infringement of any Intellectual Property Rights in connection with the Parts or their manufacture.

17.2 In the event that Supplier is involved in a dispute with a third party in connection with Intellectual Property Rights relating to the Parts, or Supplier believes that there is a likelihood that such a dispute may occur, Supplier shall immediately notify Atlet, and shall furnish all information in its possession or under its control relating to such dispute.

Article 18. Atlet Property

18.1 All Atlet Drawings, Intellectual Property Rights owned by Atlet and Confidential Information supplied to Supplier by Atlet shall remain the property of Atlet, and Supplier shall use such property only for the purpose of fulfilling its obligations under this Agreement,

18.2 All supplies, materials or other items paid for or reimbursed by Atlet to perform Supplier's obligations hereunder (collectively "the Atlet Property") shall remain the property of Atlet. Supplier shall use the Atlet Property only in connection with this Agreement, and shall not use the Atlet Property in any manner whatsoever, including for the benefit of any other customer or third party, without Atlet's prior written consent. Supplier shall, immediately upon Atlet's request, deliver the Atlet Property to Atlet or its nominee in accordance with Atlet's instructions. The Atlet Property shall be marked as the property of Atlet by Supplier, shall not be commingled with the property of Supplier or any third person, and shall not be moved from Supplier's premises without Atlet's prior written approval.

Article 19. Tooling

19.1 Supplier shall maintain the Tooling and Vendor Tooling in good condition so that the manufacture of the Parts is not interrupted.

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19.2 Suppliers shall only use the Vendor Tooling for manufacturing the Parts for Atlet, Supplier shall, immediately upon Atlet’s request, deliver the Vendor Tooling to Atlet or its nominee in accordance with Atlet’s instructions. All Vendor Tooling shall be marked as the property of Atlet by Supplier, shall not be commingled with the property of Supplier or any third person, and shall not be moved from Supplier’s premises (except for repair or modification) without Atlet’s prior written approval. Supplier shall not modify, lease, transfer or dispose of any Vendor Tooling unless Supplier obtains Atlet’s prior written consent.

Article 20. Service Parts

20.1 Unless otherwise agreed in writing between the Parties, Supplier agrees to continue to supply service parts, as required by Atlet (“Service Parts”), for each model of vehicle, for fifteen (15) years from the date of last production of such vehicle model for which the Parts were supplied. The Service Parts shall be supplied at full production assembly level and/or at sub-component level, as required by Atlet. The Service Parts shall meet all Agreed Specifications.

20.2 This provision shall survive the termination of this Agreement.

Article 21. Sales to Third Party

Supplier shall not, without Atlet’s prior written consent, manufacture for the benefit of or supply to a third party any goods that:

- (1) are based in whole or in part upon the Atlet Drawings;
- (2) use any Intellectual Property Right of Atlet; or
- (3) are based in whole or in part upon the Acceptance Drawings, or any derivative or copy thereof, except for any products or parts that Supplier independently developed.

Article 22. Subcontracting

Supplier may with the prior written consent of Atlet delegate or subcontract the manufacture of the Parts to third parties (“Subcontractors”). Supplier shall ensure that all Subcontractors comply with and abide by the terms and conditions of this Agreement. Supplier shall be responsible and liable for any work of a Subcontractor as if it had been performed by the Supplier.

Article 23. Confidentiality

23.1 The Parties recognize that each of them (“Receiving Party”) may, during the course of this Agreement, gain knowledge of, have access to, and have otherwise disclosed to it certain non-public information that is proprietary to the other Party (Disclosing Party”) and which is of a secret or confidential nature (“Confidential Information”). The following information shall inter alia be considered as Confidential Information:

- (1) information concerning this Agreement or the business operations of either Party (including but not limited to product planning manufacturing, advertising programs, sales promotions, complaints, budgets, and forecasts); and
- (2) inventions, designs, and research and development programs.

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23.2 The Receiving Party shall not disclose, publish, release, transfer or otherwise make available Confidential Information of the Disclosing Party in any form to, or for the use or benefit of, any third party without the Disclosing Party's prior written consent.

23.3 The obligations of confidentiality shall not apply if:

- (1) the Confidential Information is, or becomes (other than through a breach of this Agreement) generally known to the public;
- (2) the Confidential Information was in the Receiving Party's possession prior to its disclosure by the Disclosing Party;
- (3) the Confidential Information is developed independently by the Receiving Party without reliance on information or materials provided by the Disclosing Party;
- (4) the Confidential Information was rightfully received by the Receiving Party without obligation of confidentiality from a third party; or
- (5) disclosure is required by law; provided that the Receiving Party gives the Disclosing Party prompt notice of the request for disclosure, cooperates with the Disclosing Party in obtaining a protective order or other remedy, and discloses only that portion of the Confidential Information which it is legally compelled to disclose.

23.4 Each Party acknowledges that the disclosure of the other Party's Confidential Information may result in irreparable injury to that Party and that such Party will be entitled to seek injunctive relief in addition to any other legal or equitable remedies that may be available.

Article 24. Facility Inspection and adherence to Global Compact

24.1 Atlet shall have the right to inspect Supplier's facilities and operations at any time during Supplier's business hours and upon reasonable notice for purposes of verifying Supplier's compliance with its obligations under this Agreement, including those relating to Supplier's manufacturing process and quality assurance systems.

24.2 The Supplier agrees to embrace and support the ten principles of Global Compact (human rights, labour, environment, anti-corruption) as published by the Global Compact Office, United Nations, May 2007.

Article 25. Term

This Agreement shall enter into force on the Effective Date upon signing by both Parties and shall continue until terminated by either Atlet subject to six (6) months' prior written notice and by Supplier subject to twelve (12) months prior written notice.

Article 26. Termination

26.1 Notwithstanding the provisions of Article 25, either Party may terminate this Agreement with immediate effect if the other Party is in material breach of this Agreement and if such breach is capable of being remedied, such breach has not been remedied within thirty (30) days of receipt of written notice setting out such breach.

26.2 Notwithstanding the provisions of Article 25, Atlet may terminate this Agreement without liability with immediate effect by serving a written notice on Supplier in the event that Supplier:

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- (1) becomes insolvent or bankrupt, is placed into administration, receivership or liquidation, commences proceedings to be wound up, enters into any voluntary arrangement with its creditors, or on the happening of any similar event according to the laws of its domicile; or
- (2) undergoes any change in its ownership or disposes of all or a substantial part of its business or assets (other than for the purposes of a legitimate re-organization) without Atlet's prior written consent, which consent shall not be unreasonably withheld.

26.3 In the event of termination if this Agreement for any reason, unless otherwise directed by Atlet. The following shall apply:

- (1) If any Open Purchase Order or Single Purchase Order is pending at the time of the termination of this Agreement, Atlet shall have the right, at its sole discretion, to cancel any such order or to have it completed by Supplier. If Atlet elects to cancel such order, Supplier shall immediately terminate all work under this Agreement. If Atlet elects to have such order completed, this Agreement shall continue to apply to such order.
- (2) Supplier shall take all action necessary to protect property in Supplier's possession in which Atlet has an interest. In this case, Atlet shall reimburse Supplier for reasonable costs (determined at Atlet's sole discretion) incurred in connection with such protective action.
- (3) Supplier shall immediately deliver, at Supplier's expense, the Atlet Property, Atlet Drawing, Acceptance Drawings and Vendor Tooling to Atlet or its nominee in accordance with Atlet's instruction.
- (4) If Supplier possesses completed Parts, Parts in the process of manufacture, or Tooling (excluding Vendor Tooling) used exclusively to manufacture the Parts, Atlet shall have the option to purchase the same at reasonable prices as shall be agreed between the Parties.
- (5) Supplier shall immediately return all Confidential Information of Atlet, or destroy it and certify such destruction.

26.4 In addition, in the event of termination of this Agreement for any reason, the Parties shall meet and discuss in good faith any matters not described above or further details. The principal objective of such meeting will be to discuss how to minimize any disruption to Atlet's business.

Article 27. Waiver

No delay or omission by either Party in exercising any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any other breach of such or any other provision.

Article 28. Entire Agreement

28.1 This Agreement sets forth the entire and only agreement and understanding between the Parties relating to the sale and purchase of the Parts and supersedes all negotiations, commitments and writings prior to the date of this Agreement.

28.2 This Agreement may not be modified, supplemented or amended except by a written agreement executed by both Parties.

Postadress/Postal address

Telefon/Telephone

Fax

Bank

Atlet AB
SE556083646101
SE-435 82 Mölnlycke

031-98 40 00
Internet
<http://www.atlet.se>

031-88 46 86
Res.del/Service Part
031-98 43 59
Inköp/Purchase
031-98 43 29

Skandinaviska Enskilda Banken
Bankgiro 501-0657
Postgiro 42 27 23-7



Article 29. Interpretation

The headings in this Agreement are for convenience only and shall not affect the interpretation of any provision of this Agreement.

Article 30. Assignment

The rights and obligations under this Agreement or this Agreement itself, either in whole or in part, shall not be assigned or transferred by either Party without the prior written consent of the other Party. Any assignment or attempted assignment of this Agreement or any part thereof, whether by voluntary act or operation of law, shall be null and void, unless it is approved in writing by the other Party in advance.

Article 31. Independence

This Agreement shall not constitute either Party as the agent or legal representative of the other Party for any purpose whatsoever. Neither Party is granted any express or implied right or authority to assume or to create any obligation or responsibility on behalf of or in the name of the other Party or to bind the same in any manner whatsoever.

Article 32. Severability

If any court of competent jurisdiction finds any provision of this Agreement to be unenforceable or invalid in whole or in part, such finding shall not affect the validity of the other provisions of this Agreement or the remainder of the provision in question.

Article 33. Arbitration

Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

The arbitral tribunal shall be composed of three arbitrators. The venue shall be Gothenburg, Sweden. The language to be used in the arbitral proceedings shall be English.

Article 34. Governing Law

This contract shall be governed by Swedish substantive law. For the avoidance of doubt the parties agree that the UN Convention on International Sales of Goods shall apply.

Place:

Place:

Date:

Date:

ATLET AB

[SUPPLIER]

Postadress/Postal adress

Telefon/Telephone

Fax

Bank

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The logo for ATLET, featuring the word "ATLET" in a bold, dark blue, sans-serif font. The text is positioned on a grey rectangular background, which is topped by a thin yellow horizontal bar.

ATLET

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