

General Terms of Purchase of Services and Goods for the Hedin Mobility Group

Hedin Mobility Group AB (publ), corporate registration number 556065-4070, is the parent company of a number of companies that operate under the Hedin Bil or Hedin Automotive brand and other brands. All these companies and any future companies within the Hedin Mobility Group may purchase services and goods based on these general terms of purchase. Reference to “Hedin” in these general terms of purchase (the “Terms of Purchase”) therefore refer to the company within the Hedin Mobility Group to which sales of services and/or goods in each case is conducted under these Terms of Purchase.

1. Applicability

1.1. These Terms of Purchase shall be applied, as relevant, when a supplier (the “Supplier”) delivers services (the “Services”) and/or supplies goods (the “Goods”) to Hedin in accordance with an applicable agreement (“Main Agreement”). The Services and/or Goods are jointly referred to as the “Deliverables”. Hedin and the Supplier are hereinafter referred to separately as a “Party” and collectively the “Parties”. The Supplier's general terms and conditions, standard terms or similar will not apply between the Parties unless Hedin has confirmed in writing that such terms are accepted and only to the extent that such terms have been explicitly accepted.

1.2. The Parties' agreement consists of (i) the Main Agreement including any orders made by Hedin in accordance thereto, (ii) these Terms of Purchase, and (iii) the appendices referred to in the Main Agreement or within the Terms of Purchase (jointly referred to as the “Agreement”). In the event that the Parties have agreed in writing on terms that deviate from these Terms of Purchase, such separate agreement shall prevail in any respects deviating from the Terms of Purchase.

2. The Deliverables

2.1. The Deliverables include the Services and/or Goods as set out in the Main Agreement and shall be provided in the manner, amount, and within the time specified therein. The Supplier shall ensure that the Deliverables and all work associated with the Deliverables are of a high quality and standard and fulfil the purposes/includes the characteristics required by Hedin. The Deliverables must always be provided and performed in a professional manner, observing legal requirements and generally accepted practice within the industry, and in accordance with the instructions that,

from time to time, may be communicated by Hedin. As regards the Services, the Supplier shall inform Hedin of any work required that is not included in the Services in accordance with the Main Agreement or any requirement for new or amended instructions relating to the Services.

2.2. The Supplier shall ensure that the Deliverables comply with applicable laws and regulations and that the Deliverables are documented and controlled by qualified/authorised personnel where required, and, as regards any Goods, that the Goods, are marked correctly (CE, ISO etc.). The Supplier shall obtain and maintain all permits and certificates etc. that are required for the Supplier's business and provision and performance of the Deliverables and as otherwise provided in accordance with the Agreement. The Supplier shall, at Hedin's request, provide documentation demonstrating that the Supplier complies with this clause.

2.3. The Supplier shall adhere to Hedin's Code of Conduct as communicated to the Supplier.

2.4. The Parties will consult on a regular basis regarding the provision and performance of the Deliverables and keep each other informed of any circumstances relating thereto that may be of significance to the other Party.

2.5. Subject to any terms specifically set out in the Agreement, Hedin shall be entitled to freely resell, market and distribute any Deliverables included in the Agreement without any particular additional compensation other than as explicitly stipulated in the Agreement or limitations, in time, territory or otherwise.

3. Personnel and Equipment

3.1. The Services shall be performed by suitable and competent personnel, that

- have the necessary authority, licenses and certificates etc. (including relevant driving license, work permits and other permits). The Supplier shall perform appropriate background checks on all employees and any subcontractors involved in the Services. The Supplier shall, at Hedin's request, provide documentation demonstrating that the Supplier complies with the obligations of this clause.
- 3.2. In the event that any employees and subcontractors involved in the performance of the Services do not exhibit the skill and care that is required according to the Agreement, the Supplier shall replace such persons at the request of Hedin. In the event the new persons engaged in the Services also fail to exhibit such skill and care, a material breach of contract shall be deemed to exist which entitles Hedin to terminate the Agreement in accordance with clause 16.2 below.
- 3.3. The Supplier shall, at its own cost, provide appropriate equipment and material for provision and performance of the Deliverables. The Supplier shall thereby ensure that only equipment and material that comply with applicable legislation will be used, and follow any policies and instructions provided by Hedin from time to time. If equipment provided by Hedin is used by the Supplier, such equipment shall be used and handled with due care and in accordance with any instructions from Hedin.
- 3.4. In the event that chemical products are used in connection with the Deliverables, the Supplier shall specifically be responsible for ensuring that (i) an updated chemical list and safety data sheet exist for each respective chemical and that (ii) statistics on chemical consumption are available at Hedin's request.
- 4. Quality Control**
- 4.1. The Supplier shall ensure that the quality of the Deliverables complies with the terms of the Agreement, and for this purpose the Supplier is responsible to possess and apply a quality assurance system that is satisfactory and adapted to the Deliverables. Upon request by Hedin, the Supplier shall document and report the system to Hedin. The Supplier shall appoint a named quality manager and provide Hedin with the contact details to such quality manager.
- 4.2. Upon request by Hedin the Supplier shall develop a quality assurance plan to ensure the quality of the Deliverables.
- 4.3. The Supplier shall ensure that all Goods are delivered together with complete documentation and manuals (including any relevant certificates of classification and quality).
- 5. Health, Environment and Safety**
- 5.1. The Supplier is responsible for satisfying all relevant health, environment, safety and other public requirements in connection with the Deliverables and shall keep personnel who are handling Goods and the personnel that are performing Services updated and informed of such regulations and ensure that the regulations are complied with.
- 5.2. The Supplier is responsible for ensuring that all personnel handling Goods and the personnel performing Services have, at all times, the necessary personal protective and safety equipment.
- 6. Prices and Payment**
- 6.1. The prices stated in the Agreement shall apply to the Deliverables. Unless otherwise specified, the prices quoted shall be fixed during the term of the Agreement and constitute the full remuneration payable by Hedin in relation to the Deliverables, and therefore include all possible costs, fees, levies and other charges in connection with the Deliverables and, as regards Goods, all costs for packaging, labelling and all other product-related costs. Any price changes are only accepted where approved in writing by Hedin's procurement department or an authorised signatory. The Supplier is not entitled to charge any invoice fee or similar in addition to the stated prices.
- 6.2. The Supplier is solely responsible for payment of tax, social security contributions and other fees attributable to the remuneration payable by Hedin under the Agreement. If, for any reason, Hedin becomes liable to pay the Supplier's taxes, social security contributions and/or other fees

attributable to the Deliverables or the remuneration under the Agreement, the Supplier shall hold Hedin harmless and reimburse Hedin for all costs.

- 6.3. Invoicing and payment shall be made in accordance with what is stated in Hedin's invoice instructions, as applicable from time to time, unless otherwise agreed or stipulated in the invoice instructions. Hedin's payment of invoices does not constitute an acceptance of the basis for the invoice.

7. Subcontractors

- 7.1. In the event the Supplier intends to hire a subcontractor for the provision and/or performance of a part of the Services, the Supplier must obtain a written approval by Hedin beforehand in each case, unless it is (i) routine work duties or work duties of minor importance or (ii) the subcontractor is specifically listed as approved in an appendix to the Agreement.

- 7.2. The Supplier is responsible for any subcontractor to the same extent as for its own work. The Supplier shall enter into appropriate agreements with its subcontractors in a manner that satisfies the Supplier's obligations and ensures Hedin the rights that derives from the Agreement, including for Hedin's recovery of damages.

8. Independent Contractor

- 8.1. The Supplier is an independent contractor, who shall provide the Deliverables and carry out its business in its own name, at its own expense, at its own risk and with its own employees. This means, inter alia, that the Supplier itself has full liability for compliance with all laws and regulations in the operation of its business and maintains employer responsibility for all its employees.

- 8.2. Nothing in the Agreement or other circumstance related to the Agreement or the performance of the Agreement shall give rise to any agency, partnership or employment relationship between the Parties or between Hedin and the Supplier's personnel.

9. Marketing

- 9.1. Unless explicitly agreed otherwise in writing, the Supplier is not entitled to, and shall not, represent in any respect or

legally bind Hedin in any way. The Supplier shall not use names or marks that are confusingly similar with Hedin's company name or trademarks, or such other name and marks that are owned, used or represented by Hedin or the Hedin Mobility Group, or otherwise market itself in a manner that is likely to give the impression that there are business links between the Supplier and the Hedin Mobility Group.

- 9.2. The Supplier shall not, without prior written approval by Hedin, use Hedin or the Hedin Mobility Group as a reference customer in marketing, in contacts with the media or other contexts.

10. Delivery and Delay in Delivery

- 10.1. If the Deliverables are not delivered, or delivered late, and the late delivery is not caused by Hedin or circumstances for which Hedin is responsible (delay), Hedin may withhold payment for the Deliverables and demand delivery and performance of the Deliverables before a deadline specified by Hedin. If the Deliverables in question cannot be used for its purpose due to the delay or, if it was stipulated in the order that meeting the strict delivery date is of the essence or, if a new deadline is set and subsequently exceeded by the Supplier, Hedin may cancel the order for the delayed Deliverables. It is noted that the Supplier is responsible for the obligations of any subcontractors.

- 10.2. In the event that the Supplier shall provide installation, construction, assembly, education or similar ancillary services in relation to the provision and performance of the Deliverables under the Agreement, the Deliverables are not delivered until such ancillary services have been completed by the Supplier and approved in writing by Hedin.

- 10.3. In the event of delay, Hedin is, notwithstanding any other rights under the Agreement, entitled to liquidated damages corresponding to 1% of the total fee to be paid for the delayed Deliverables, per calendar day that delivery is late. In total shall the liquidated damages not exceed 25% of the total sum to be paid for the delayed Deliverables. At the time the maximum penalty is reached, Hedin has the right to

terminate the Agreement, in whole or in part.

- 10.4. Hedin also has the right to terminate the Agreement, in whole or in part, with immediate effect if it is clear from the circumstances that a delay will occur which would entitle Hedin to maximum liquidated damages under clause 10.3. In case of termination in accordance with this clause, Hedin shall be entitled to maximum liquidated damages.
- 10.5. Without prejudice to Hedin's right to liquidated damages as set out above, Hedin is entitled to compensation of damage and costs incurred by Hedin as a result of the delay, whereby any liquidated damages paid out shall be deducted from the damages.
- 10.6. In the event that the Supplier has reason to believe that a delay will occur in delivery of an order of Deliverables, the Supplier is obliged to inform Hedin without unnecessary delay of the cause of the impediment and when delivery will be made. If Hedin does not receive notification within a reasonable time after the Supplier knew or should have known of the impediment, Hedin may claim compensation for any loss that could have been avoided should notification have been made in a timely manner. In the event of a risk of delay, the Supplier shall in ample time take appropriate measures to avoid or minimise the delay, e.g. by overtime work or by accelerated actions at the Supplier's cost and expense.
- 10.7. When a trade term has been agreed in the Agreement, it shall be interpreted in accordance with the Incoterms version referred to and if not referred to any specific Incoterms version the Incoterms version in force at the time the Agreement was entered into shall be applied. If no trade term has specifically been agreed, the delivery of Goods shall be DDP (Hedin's place of business).

11. Transfer of Ownership

- 11.1. The ownership of the Goods will be transferred to Hedin upon delivery according to the Agreement. In the event payment has been made by Hedin prior to the delivery of the Goods, the ownership of the Goods shall be transferred to Hedin upon such payment.

12. Warranty and Defects

- 12.1. The Supplier warrants (i) that the Deliverables fulfil all specifications and requirements for quality, durability and other characteristics that follow from the Agreement as well as any descriptions and information provided in marketing, on packaging or otherwise, and that the Deliverables are suitable for the intended purpose if such purpose has been indicated and/or for the purposes for which goods and/or services of the same kind are generally used and (ii) that the Deliverables are free from any errors and defects in workmanship, material or otherwise, and that the Deliverables are free from any encumbrances and other deficiencies of any kind.
- 12.2. The Supplier is liable to Hedin for any and all errors or defects in the Deliverables arising during the warranty period(s) specified in the Agreement (the "**Warranty Period**"). If no Warranty Period is specified for a Deliverable in the Agreement, the Warranty Period shall be 36 months from the Suppliers' delivery of such Deliverable. For any rectification, repair or redelivery made of Deliverables under the Warranty Period the Warranty Period shall be extended with 12 months from the date when the repair or redelivery was successfully made. The Warranty Period shall not affect Hedin's right to recover costs and damages from the Supplier which have been incurred by Hedin under its statutory obligations under applicable consumer laws.
- 12.3. Hedin shall notify the Supplier of any error(s) or defect(s) in the delivered Deliverables without undue delay after they have been discovered.
- 12.4. If there are errors or defects in the delivered Deliverables, Hedin may withhold the payment for the Deliverables, and request rectification or redelivery within a period to be determined by Hedin. If the Deliverables in question cannot be used for its purpose due to a delay resulting from remediation or rectification or, if it was stipulated in the order that meeting the strict delivery date is of the essence, Hedin may cancel the order for the Deliverables. In addition, Hedin retains the right under all circumstances to compensation for damage and costs

incurred by Hedin as a result of errors in the delivered Deliverables. Hedin's right to compensation shall not lapse because Hedin makes other claims or because such claims cannot be enforced.

- 12.5. If the Supplier fails to rectify or redeliver within the period set by Hedin, Hedin may, at its own discretion, have the error or defect remedied at the cost and risk of the Supplier. If deliveries have errors or defects that are not fully rectified or rectified within the period set by Hedin shall (also) be entitled to a price reduction proportionate to the error.
- 12.6. If the Supplier fails to fulfil its obligations to remedy or redeliver within the period set by Hedin, Hedin may also immediately cancel the order of the non-remedied/redelivered Deliverables as well as the underlying Agreement in whole or in part. The same applies for anticipated material breach of contract.

13. Liability etc.

- 13.1. In addition to liquidated damages and other compensation and penalties that Hedin is entitled to under the Agreement, the Supplier is liable for damages, costs and claims that Hedin suffers due to error or neglect by the Supplier, its personnel or contracted subcontractors, and otherwise due to breaches of the Agreement, including but not limited to personal injury and damage to facilities, vehicles and other property caused in connection with the provision and/or performance of the Deliverables. Hedin shall also be indemnified and held harmless for any damages, costs and claims of whatever nature arising from the use of Goods by or for third parties, including any product liability claims.
- 13.2. The Supplier shall at its own cost during the term of the Agreement and during any existing Warranty Period under the Agreement obtain and maintain adequate insurances for the Deliverables and the Supplier's business, including liability insurance, product liability insurance, accident injury insurance and statutory personnel insurance for its employees. At Hedin's request, the Supplier shall provide documentation evidencing the scope of the applicable insurance policies.

14. Intellectual Property Rights and Results

- 14.1. The Supplier warrants that the Deliverables, and Hedin's use of the Deliverables or part thereof, do not infringe any third party rights, including without limitation copyrights, trademarks, patents or other intellectual property rights. The Supplier shall indemnify and hold Hedin harmless from any and all damages, costs and expenses (including reasonable legal and litigation costs) in the event of claims in connection herewith.
- 14.2. The ownership of all material and results together with all intellectual property rights relating thereto ("**Results**") that are created, designed or produced in connection with the Services shall vest in Hedin. In order to avoid misunderstandings, Hedin has the right to freely develop and change all Results and to license and transfer such rights to third parties. The Supplier ensures that all persons, employees and any subcontractors involved in the Services transfer their rights to the Results and that they have no right or claim against Hedin for any rights.
- 14.3. The Supplier is not entitled to, directly or indirectly, use or exploit material, Results and intellectual property rights that are referred to in this section 14 in any way during the term of the Agreement or thereafter without a written agreement of such use being entered into with Hedin.
- 14.4. The Supplier undertakes, without additional remuneration, to complete all such acts and documents that, at Hedin's discretion, are necessary or desirable in order for Hedin to protect, register, maintain and otherwise fully enjoy the rights referred to in this clause.
- 14.5. Other than as expressly agreed, the Agreement does not entail that any intellectual property rights are transferred or licensed by Hedin to the Supplier.
- 15. Access to Premises and Rights of Inspection**
- 15.1. The Supplier, its personnel and any subcontractors shall only have access to Hedin's plants and facilities to the extent Hedin considers appropriate for the provision of the Deliverables.

- 15.2. The Supplier shall follow, and ensure that its employees and any subcontractors are made aware of and follow, all instructions and policies from Hedin regarding access to, and use of, Hedin's plants and premises.
- 15.3. Hedin and its authorised agents and representatives are entitled, but not obligated, to carry out inspections, at the Supplier's premises, in order to ensure the Supplier's compliance with its obligations under the Agreement. Any such inspections shall be carried out during the Supplier's ordinary business hours and in accordance with appropriate laws, and in a way that does not unreasonably affect the Supplier's business. The Supplier shall, to a reasonable extent, cooperate at any inspection in accordance with this clause without the right to separate compensation therefore.
- 16. Term and Termination**
- 16.1. The term of the Agreement between the Parties shall be the term prescribed in the Main Agreement. Unless otherwise agreed, the Agreement, and any specific order under the Agreement, applies until terminated by either Party by giving written notice to the other party. A mutual notice period of three (3) months applies. Ongoing orders made in accordance with the Agreement shall be fulfilled during the notice period if not canceled by Hedin in accordance with these Terms of Purchase.
- 16.2. Either Party may terminate the Agreement in writing with immediate effect if:
- a) the other Party is in material or reoccurring breach of its obligations under the Agreement and does not, when possible, make full rectification within fourteen (14) days from a written request thereof; or
 - b) the other Party suspends payments, initiates reconstruction proceedings, enters liquidation, is declared bankrupt or shows other clear signs of insolvency.
- 16.3. Hedin is also entitled to terminate the Agreement in whole or in part (including, at Hedin's discretion, a right to terminate a specific order) with immediate effect and claim damages for breach of contract if:
- a) The Supplier is unable to provide the Deliverables, in whole or in part, in a manner reasonably intended with or specified in the Agreement;
 - b) The Supplier or any of the Supplier's employees or subcontractors that are involved in the provision of the Deliverables is suspected of any crime of relevance to the Deliverables or that may otherwise affect Hedin or the Hedin Mobility Group; or
 - c) The Supplier disposes of a substantial part of its assets or the ownership or control of the Supplier, or the composition of the Supplier's board or management changes.
- 16.4. Upon Hedin's termination of the Agreement based on to the Supplier's breach of contract or conditions referred to in clause 16.3 above, the Supplier is not entitled to compensation and accrued costs for work already performed up until termination.
- 16.5. Upon termination of the Agreement, the Supplier shall without delay return to Hedin all documentation, handbooks, manuals, spare parts catalogues and other material together with other property belonging to or provided by Hedin, including any and all Results.
- 16.6. Provisions in these Terms of Purchase of kinds that are expected to continue to apply will not be affected by termination of the Agreement (including, without limitation, provisions regarding confidentiality, liability and intellectual property rights).
- 17. Confidentiality**
- 17.1. Notwithstanding any confidentiality agreement or undertakings that the Parties may have entered into separately, each Party undertakes not to, without prior written consent of the other Party, disclose to any third party any information (whether oral or written, electronic or otherwise) regarding (i) the other Party or its business that may be considered a business or trade secret, or (ii) the Agreement's, including the Terms of Purchase, content or existence, or otherwise use such information for any

- purpose other than the Party's performance of its obligations according to the Agreement (however, this shall not prevent Hedin from disclosing and using commercial terms in connection with procurement of products and services from any other suppliers). The confidentiality obligation does not apply to information that has become known to the Party in any way other than through the Agreement, the provision of the Deliverables or that is in the public domain. The duty of confidentiality also does not apply when a Party is required by law, statute, public authority or rules of the stock exchange or regulated market place to disclose information. The confidentiality obligation in accordance with this clause will apply to the Parties even after termination of the Agreement.
- 17.2. The Supplier shall ensure that all personnel, including both employees and any subcontractors, that are involved in the provision of the Deliverables are made aware of and comply with the obligations in accordance with this section 17.
- 18. Force majeure etc.**
- 18.1. Each Party is entitled to the extent necessary to suspend performance of their obligations in accordance with the Agreement if and to the extent that performance is prevented by events or circumstances beyond the Party's control, which the Party could not have reasonably foreseen, controlled or overcome, such as general labor disputes, fire, natural disasters, epidemics, pandemics, acts of war or terrorism, mobilisation or by new or amended legislation or mandatory decisions by public authorities ("**Force Majeure**"). Notwithstanding anything to the contrary in these Terms of Purchase Hedin shall be relieved of any order or purchase obligations under the Agreement and be entitled to cancel any order(s) and/or purchase(s) of Deliverables made, without any liability towards the Supplier, at the occurrence of any events or circumstances of the kinds constituting Force Majeure, which directly or indirectly frustrate Hedin's commercial purpose thereof or otherwise make such order(s) or purchase(s) substantially more onerous or less profitable.
- 18.2. In order to claim Force Majeure, the Party shall give written notification to the other Party that an event constituting Force Majeure has occurred, as soon as the Party is aware or should have been aware of the event, indicating when performance of the Agreement is expected to commence again. After the circumstance that constitute the event of Force Majeure have ceased, the other Party shall be notified thereof.
- 18.3. If performance of the Agreement is prevented for more than three (3) months due to an event of Force Majeure and the Supplier has invoked this clause, Hedin may terminate the Agreement without any obligation to pay compensation to the Supplier.
- 19. Miscellaneous**
- 19.1. The Agreement, including the Terms of Purchase and any other appendices, constitutes the Parties' entire agreement on all matters the Agreement includes. The Agreement therefore supersedes all earlier agreements made between the Parties and any terms, covenants or undertakings that preceded the Agreement and that were imposed on, given or made by a Party. Amendments and supplements to the Agreement must be made in writing and signed by both Parties.
- 19.2. Neither Party may assign or in another way transfer any right or obligation under this Agreement without the other Party's prior written consent, with the exception that Hedin may freely assign the Agreement to a company within the Hedin Mobility Group.
- 19.3. If any provision of the Agreement, or part thereof, is held to be invalid that shall not affect the validity of other provisions of the Agreement and the Parties will try to replace the invalid provision, or part thereof, with a legally compatible alternative provision that meets the Parties' commercial goals.
- 19.4. If a Party can gain a right, following the other party's failure to perform an obligation under the Agreement, and the Party is delayed or fails to utilise the right, the delay or failure will not constitute a waiver of the right or other rights.

20. Choice of Law and Disputes

- 20.1. Unless otherwise set out in the Agreement, the Agreement shall be governed by the substantive laws of the jurisdiction in which Hedin is incorporated.
- 20.2. Unless otherwise set out in the Agreement, any dispute, controversy or claim arising out of or in connection with the Agreement, 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 “**SCC**”). The arbitral tribunal shall be composed by a sole arbitrator unless the SCC, taking into account the complexity of the case, the amount in dispute and other circumstances, determines that the tribunal shall be composed of three arbitrators. The seat of arbitration shall be Gothenburg, Sweden. The language to be used in the arbitral proceedings shall be English.
-