

PERMOBIL'S GENERAL TERMS & CONDITIONS FOR SUPPLIERS

1. Definitions

In these General Terms and Conditions for Suppliers:

"Affiliate" means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term **"control"** (including the terms **"controlled by"** and **"under common control with"**) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by Contract or otherwise. Notwithstanding the foregoing, an Affiliate shall not include any (i) controlling Affiliate of Permobil Holding AB, including Patricia Industries AB, Patricia Industries II AB, Patricia Industries, Inc., ("Patricia"), Investor AB ("Investor AB") and each of their respective Affiliates, investment vehicles and managed funds or (ii) any portfolio companies of Patricia, Investor AB and each of their respective Affiliates, investment vehicles and managed funds (other than Permobil Holding AB, and its controlled Affiliates).

"Anti-Corruption Laws" means any and all Applicable Law on anti-corruption, including the Swedish Criminal Code (Sw: brottsbalken, SFS 1962:700), UK Bribery Act, US Foreign Corrupt Practices Act (FCPA) and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;

"Applicable Law" means, collectively, statutes, laws, by-laws, ordinances, proclamations, orders, decisions, resolutions, rules and regulations issued by any government or quasi-governmental authority having jurisdiction over any Party (including, for the avoidance of doubt, any Affiliates of either Party when involved in the manufacture, supply or purchasing of Products hereunder);

"Confidential Information" means all information (however recorded or preserved), including the existence and contents of the Agreement, Specifications, financial information, trade secrets and know-how, customer information, and other information attributable to the Parties or their Affiliates, or other information which a Party from time to time may receive or obtain as a result of entering into or performing its obligations pursuant to the Agreement but excluding (i) information which is or becomes known to the general public other than through a breach of the Agreement or another undertaking of confidentiality towards either Party; (ii) information which the receiving Party can show was in its lawful possession before receiving such information from the other Party; and (iii) information which a Party has received or receives from a third party without any lawful restraints as to the disclosure thereof;

"Export Control Regulations" means any national and international trade and export control rules and regulations and embargoes, including those imposed by Swedish authorities (such as ISP), the EU, the UN, the U.S. or other relevant

international or national authority relating to inter alia export of dual-use or export or transfers of military products;

"IPR" means any and all rights throughout the world in and to inventions (whether patentable or not), copyrights (including copyrights in software), trademarks, design rights, neighbouring rights, database rights, trade secrets, know-how and any other right of similar kind as any of the foregoing, whether registered or not, including the right to apply for registration of such right in any part of the world;

"Listed Person" means any person or entity that is (i) listed on, or owned or controlled by a person or entity listed on, or acting on behalf of a person or entity listed on any Sanction Regimes or (ii) otherwise a target of Sanction Regimes;

"Sanction Regimes" means any economic or trade embargoes and sanctions laws, regulations, rules or restrictive measures administered, enacted or enforced by the European Union, the Swedish authorities (such as ISP), Her Majesty's Treasury, OFAC (the Office of Foreign Assets Control of the US Department of Treasury), the United States Department of State, any other US government entity, as may be applicable to Permobil, or the United Nations or any other relevant governmental or regulatory authority;

"Sub-tier Supplier" means a member of the Supplier's direct or indirect sub-tier supply base (including subcontractors and vendors of the Supplier, and of the Supplier's subcontractors and vendors) which provides goods or services in connection with Products.

2. No Minimum Purchases or Exclusivity

- 2.1. Permobil shall not be obligated to purchase any minimum or specific quantity, amount or volume of Products from Supplier unless Permobil has issued a Purchase Order for such Products.
- 2.2. Any Supply Agreement or Purchase Order that incorporates these General Terms & Conditions for Suppliers shall herein be referred to as the **"Agreement."** Nothing in any Agreement shall be construed or operate as creating any exclusive arrangement or exclusive right of the Supplier and Permobil shall not be restricted from manufacturing or acquiring goods or services that are similar or equal to the Products from one or several third parties.

3. Specifications

- 3.1. Supplier shall manufacture the Products in strict accordance with any specifications provided to Supplier by Permobil or its Affiliates, including drawings, designs, instructions, technical or performance requirements or other technical or commercial information relating to the design, development, manufacture, packaging and labelling, delivery, logistics, installation, assembly, testing or use of one or more Products (the **"Specifications"**).

- 3.2. Supplier undertakes to manufacture the Products in strict accordance with the Specifications (whether owned or provided by Permobil or the Supplier) and to not make or accept any change to the design (firmware, hardware or software) of the Products that may alter the Specifications, characteristics or the form, fit, function or interchangeability of parts without first informing and obtaining written approval from Permobil.
- 3.3. Supplier shall not make, or (if applicable) permit any of its Sub-tier Suppliers to make, any changes to the manufacturing process of the Products or source of raw material purchase (including transfer of any portion of the design, manufacturing, material or assembly process to a different facility or sub-), without first obtaining written approval from Permobil.
- 3.4. Supplier may not appoint any sub-contractor to perform its obligations under the Agreement in whole or in part without the prior written approval of Permobil.
- 3.5. Permobil reserves the right to amend any Specification from time to time by written notice to Supplier. Within ten (10) days following receipt of such notice from Permobil, Supplier shall inform Permobil whether requested Specification changes will affect any terms agreed upon by the Parties in any Agreement, including its Appendices. Any revision to the Specifications with respect to a product must be approved by both Parties in writing and becomes effective in connection with Permobil's first Purchase Order making reference to the revised Specifications (unless otherwise agreed in writing).

4. Delivery of Products

- 4.1. For each delivery under an Agreement, Supplier shall comply with the delivery lead time agreed upon by the Parties and deliver the Products to the delivery location and date set out in the corresponding Purchase Order. Supplier shall, at its expense, use expedited delivery methods if necessary, to meet Supplier's obligations under this Agreement.
- 4.2. Unless otherwise indicated by Permobil in an individual Purchase Order, all deliveries of Products shall be made in accordance with the delivery term agreed upon by the Parties.
- 4.3. In case of a delay, the Supplier shall pay liquidated damages to Permobil corresponding to two (2) percent of the purchase price of the delayed products for each commenced week of continued delay. The liquidated damages for a delay shall not exceed ten (10) percent of the purchase price of the corresponding Purchase Order.
- 4.4. Any delay exceeding three (3) weeks shall constitute a material delay entitling Permobil to terminate the corresponding Purchase Order or part thereof, whereupon the Supplier shall indemnify and hold Permobil harmless for consequential damages due to the delay.

5. Intellectual Property Rights

- 5.1. Permobil hereby grants Supplier a non-exclusive, revocable, royalty-free, limited and non-assignable license to use Permobil's IPR for the sole purpose of manufacturing and

supplying the Products to Permobil during the term of the Agreement. Supplier shall not use Permobil's IPR for any other purpose unless instructed to do so in writing by Permobil. Supplier's license may be revoked by Permobil at any time for any reason. If not revoked sooner, this license shall expire upon expiration or termination of this Agreement. This license shall not be assigned, transferred, or sub-licensed in any way without Permobil's prior written consent and shall not succeed to or vest in any successor or assign of the Supplier or any of its sub-licensees permitted by Permobil.

6. Force Majeure

- 6.1. Performance by either Party of its obligations under the Agreement shall be extended by any period of delay caused by war, revolution, civil riot, natural disaster, order of any government, court or regulatory body having jurisdiction, blockade, embargo, riot, civil disorder, or any other similar event, in each case where such event was not reasonably foreseeable and its effects not capable of being overcome without unreasonable expense or loss of time of the Party who is obligated to render performance ("**Force Majeure**").
- 6.2. Any Party affected by an event of Force Majeure shall immediately inform the other Party in writing of the beginning and the end of such occurrence. If an event of Force Majeure continues for a period of ninety (90) days or more, either Party may terminate the Agreement with immediate effect by giving the other Party written notice.

7. Confidentiality

- 7.1. Each Party undertakes during the term of the Agreement and for ten (10) years thereafter to (i) not disclose any Confidential Information to any person other than any of its or its Affiliate's directors, employees or consultants who need to know such information in order to properly discharge their respective duties; and (ii) procure that any person to whom any Confidential Information is disclosed by it complies with the restrictions contained herein as if such person were a party to this Agreement.
- 7.2. Supplier may use Permobil Confidential Information solely for the purpose of providing Products to Permobil and is expressly prohibited from using or disclosing any Confidential Information for any other purpose whatsoever.
- 7.3. Notwithstanding Section 7.2, a Party may disclose Confidential Information (i) if and to the extent required by Applicable Law or for the purpose of any judicial proceedings; (ii) if and to the extent required by any securities exchange or regulatory or governmental body to which the Party is subject or submits, wherever situated whether or not the requirement has the force of Applicable Law; (iii) to its professional advisers, provided that such advisers are bound by confidentiality towards the Party; and (iv) if and to the extent the other Party has given prior written consent to the disclosure.

8. Sanction Regimes and Export Control

- 8.1. The Supplier represents and warrants that it will not export or re-export any Product without all requisite export licences and approvals from the applicable governmental agency or authority, the country of origin, and the original country of export.
- 8.2. The Supplier represents and warrants that it will not engage in any sales, service, or other activities that could result in a breach by the Supplier of Export Control Regulations, or that could result in liability for, or breach by, Permobil under any Export Control Regulations, including any regulations of any territory to which the Supplier exports or re-exports the Products.
- 8.3. Prior to any Product sale, re-sale, service, transfer, or other activity involving a third party, the Supplier shall take appropriate measures to ensure that: (a) there will be no violation of Export Control Regulations by such activity, including by brokering of contracts concerning delivery of products or ancillary services or goods, or by provision of other economic resources in connection therewith, having regard to limitations on domestic business and prohibitions on circumventing embargoes; (b) products provided by the Supplier, including ancillary services or goods, are not intended for use in connection with armaments or weapons, unless the required authorisation has been obtained; and (c) such third party is not subject to any Sanction Regime.
- 8.4. The Supplier represents and warrants that neither the Supplier nor any of its Affiliates, Sub-tier Suppliers, or permitted sub-contractors, nor any of their respective directors, officers, or employees, nor, so far as the Supplier is aware, any agents or other persons acting on their behalf: (a) is, has been, or will be owned or controlled by a Listed Person; (b) has engaged, or will engage, in any transaction or conduct that would reasonably be expected to result in it becoming a Listed Person; (c) has conducted or is conducting any business dealings or activities with or for the benefit of any Listed Person under applicable Sanction Regimes, or otherwise acts in violation of applicable Sanction Regimes; (d) is directly or indirectly conducting any business dealings with any Listed Person targeted by EU, US, or UN sanctions, or otherwise acts in violation of Sanction Regimes as applicable to Permobil; (e) has engaged or is engaging in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any prohibition set forth in any Sanction Regime; or (f) is or has ever been in violation of, or subject to any investigation or enquiry by or on behalf of any governmental or regulatory body relating to, any Sanction Regime.
- 8.5. Upon request from Permobil, the Supplier shall furnish Permobil with copies of all documents relating to the export or re-export of any products, and shall provide all information relating to any requests for products received from a Listed Person with whom the Supplier has consequently refrained from doing business.

9. Permobil Environmental, Human Rights and Working Conditions Requirements

- 9.1. The sustainability policy of Permobil requires Permobil to maintain and continuously intensify ways of working to save and minimise impact to the environment and improve working conditions and safety. These requirements must not be contradictory with the Supplier's way of working and in line with activities between the Supplier and the Sub-tier Suppliers or permitted sub-contractors of the Supplier.
- 9.2. Permobil expects the Supplier and the Sub-tier Suppliers to take actions, be committed to and perform sustainable development regarding environment, energy and materials. The Supplier shall continuously comply with Applicable Law on environmental protection, meaning all relevant environmental and chemical legislation in all countries where Permobil sells its products, including, but not limited to, the Directive 2011/65/EU of the European Parliament and of the Council of 8 June 2011 on the restriction of the use of certain hazardous substances in electrical and electronic equipment (RoHS), Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), Regulation (EU) 2019/1021 of the European parliament and of the council of 20 June 2019 on persistent organic pollutants and Regulation (EU) 2023/1542 of the European parliament and of the council of 12 July 2023 concerning batteries and waste batteries, as well as any amendments to, or successor, replacement or equivalent legislation to, any of the foregoing. If these requirements cannot be met at any time, the Supplier shall immediately inform Permobil thereof.
- 9.3. Permobil expects the Supplier to inform Permobil when the Product includes chemicals identified in the Safe Drinking Water and Toxic Enforcement Act of 1986 Proposition 65 List, including the chemical names, concentration, information if substance is above or below set limit and location in the Product, as well as any amendments to, or successor, replacement or equivalent legislation or list replacing or supplementing the Proposition 65 List.
- 9.4. Permobil expects its suppliers not to tolerate forced, compulsory or involuntary labour in any form and to prohibit child labour. Permobil requires the suppliers to follow the International Labour Organization's (ILO) framework for minimum age for admission to employment or work.
- 9.5. Upon Permobil's request, the Supplier shall, without undue delay, provide Permobil with all documentation, information and evidence reasonably required for Permobil to fulfil its own obligations under the Applicable Law referred to in this Section 9 in all countries where Permobil sells its products.

10. Anti-Money Laundering and Anti-Corruption

- 10.1. The Supplier warrants that it, including its Affiliates, Sub-tier Suppliers and permitted sub-contractors: (a) has in place

adequate procedures and mechanisms for preventing, reporting and appropriately acting upon suspected violations of Applicable Law regarding money laundering; and (b) will comply with all Anti-Corruption Laws, and that it has not violated any Anti-Corruption Law.

- 10.2. The Supplier shall not cause Permobil, or its Affiliates, to violate any Anti-Corruption Laws in connection with the activities conducted on behalf of Permobil under the Agreement or any other activities involving Permobil or its Affiliates. Without limiting the generality of the foregoing, the Supplier shall not, in connection with the activities to be performed on behalf of Permobil or its Affiliates under the Agreement or any other activities involving Permobil or its Affiliates, pay, offer, promise, or authorise the payment or transfer of anything of value, directly or indirectly, to any other person or entity for the purpose of improperly obtaining or retaining business or any other advantage for Permobil or its Affiliates or for any other purpose prohibited by any Anti-Corruption Law. The Supplier shall make no facilitation or “grease” payments in connection with activities to be performed on behalf of Permobil or its Affiliates under the Agreement or any other activities involving Permobil or its Affiliates.

11. Processing of Personal data

- 11.1. When used herein, the terms “Personal Data”, “Data Controller”, “Data Processor”, “process”, “processed” and “processing” and cognate terms shall be construed in accordance with Regulation (EU) 2016/679, the General Data Protection Regulation or any equivalent legislation that is applicable under the Agreement.
- 11.2. Permobil may process Personal Data relating to the Supplier or its personnel for the purposes of performing the Agreement, distributing communications, and complying with legal or regulatory obligations, including by transferring and storing such data in any country where Permobil or its Affiliates operate.
- 11.3. The Supplier warrants that any Personal Data disclosed to Permobil has been collected and transferred in accordance with Applicable Law, including that data subjects have been informed and any required consents or authorisations obtained.
- 11.4. Where the Supplier processes limited Personal Data relating to Permobil personnel (such as names and business email addresses), the Supplier shall act as Data Controller in respect of such processing, use the data solely for communication purposes under this Agreement or to comply with legal obligations, and fulfil all Data Controller obligations under Applicable Law.
- 11.5. Where the Supplier processes Personal Data for which Permobil is Data Controller, the Supplier shall act as Data Processor and comply with Permobil's instructions regarding such processing. The Supplier shall maintain appropriate administrative, physical, and technical safeguards, an information security program meeting best industry practice,

and shall not retain, transfer, or exploit Personal Data beyond what is necessary and permitted under this Agreement.

- 11.6. The Supplier shall at all times comply with Permobil's privacy policies (as disclosed in writing) and all Applicable Law on privacy and data protection. Upon Permobil's request, the Supplier shall correct, block, destroy, redact, or modify Personal Data, and shall use best efforts to facilitate any consents required for Permobil's data collection for research and product development purposes. The Parties shall enter into a data processing agreement if requested by Permobil.

12. Indemnification

- 12.1. Supplier shall indemnify, defend and hold harmless Permobil, its affiliates, and their respective directors, officers, managers, shareholders, members, employees and agents from and against any claims, liabilities, losses, damages, causes of action or injuries, together with costs and expenses, including reasonable attorneys' fees (collectively “Indemnified Liabilities”) arising out of or relating to: (a) the Supplier's breach of any provision of the Agreement or any negligent, grossly negligent or intentional acts, errors or omissions by the Supplier except to the extent caused by the negligence or intentional misconduct of Permobil; (b) any actual or threatened injury or damage to any person or property caused, or alleged to be caused, by Products sold by the Supplier to Permobil hereunder; or (c) any actual or alleged infringement or misappropriation of any Intellectual Property Rights of a third party, except that the Supplier shall not be liable under items (b) and (c) to the extent that the Indemnified Liabilities are unavoidably caused by the Supplier's compliance with a Specification furnished and required by Permobil.

13. Costs

- 13.1. Each Party shall bear its own costs and expenses in connection with the preparation for and the completion of the transactions contemplated by, or otherwise incurred in the performance of such Party's obligations or exercise of its rights under, the Agreement, including all fees and expenses of its own representatives, agents, brokers, legal and financial advisers and authorities.

14. Partial Invalidity & Severability

- 14.1. If any provision of the Agreement, or the application of such provision, is declared or deemed void, invalid or unenforceable in whole or in part for any reason, the Parties shall amend the Agreement in order to give effect to, to the extent possible, the spirit of the Agreement. If the Parties fail to amend the Agreement, the provision declared or deemed void, invalid or unenforceable, shall be deemed deleted and the remaining provisions of the Agreement shall continue in full force and effect.

15. Cumulative Remedies

15.1. The rights and remedies available to Permobil under the Agreement are not exclusive (unless another provision of the Agreement expressly provides that a right or remedy is exclusive), and may be exercised, alternatively or cumulatively, with any other rights and remedies available to Permobil under the Agreement or otherwise.

16. Audit Rights

16.1 Supplier shall keep full, true and accurate records, in accordance with generally accepted accounting practices reflecting the services performed and any expenses incurred for which the Supplier seeks reimbursement under any Supply Agreement or Purchase Order. These records, unless prohibited by applicable law, shall be made available for auditing on behalf of Permobil upon two (2) business days' prior written notice. The Parties shall set forth in writing the scope of the audit. If it is determined through the audit that monies are due from the Supplier to Permobil or if any irregularities are discovered, then the Supplier shall pay such amounts within thirty (30) calendar days of receipt of Permobil's demand for the same, together with the cost of such audit. If no monies are discovered due to Permobil and no irregularities are discovered, then Permobil will bear the cost of the audit. Additionally, upon Permobil's request from time to time, the Supplier shall make available to Permobil copies of such financial records and financial statements as Permobil reasonably requests to assist Permobil in understanding and measuring the Supplier's overall financial health. Permobil shall be entitled to enter the Supplier's premises or other facilities where the Products are being manufactured, stored or handled upon reasonable notice and during normal working hours, to audit and inspect that the Supplier is complying with the terms of any Supply Agreement or Purchase Order, including amongst others the quality of the design, manufacturing, testing, handling or storage of the Products. The Supplier undertakes to assist in such audit and inspection to the extent required by Permobil. The Supplier shall be responsible for all costs related to addressing process and quality issues identified in the audit findings. Failure to promptly resolve audit findings may result in Permobil taking corrective action on the Supplier's behalf. All costs of such corrective action will be the responsibility of the Supplier.