

**GENERAL TERMS AND CONDITIONS OF PURCHASE
(GTC)**

DEFINITIONS

In the Agreement the following definitions shall have the meaning set out below.

"Agreement" means the Framework Agreement between the Parties, or, in case there is no such Framework Agreement entered between the Parties, the Purchase Order or any and all other agreements for delivery of Products or Services to Micropower Group.

"Confidential Information" means as set forth in Section 20.1.

"Change of Control" means as set forth in Section 22.1.

"Defective Product" means any Product that is non-conforming with the requirements in Section 13 of the GTC.

"Delivery Date" shall mean the date of delivery of the Products set out in the relevant Purchase Order.

"Force Majeure" means as set forth in Section 23.1.

"Framework Agreement" means the agreement entered into by any entity within the Micropower Group and the Supplier concerning supply of Products and all appendices, including agreed amendments and additions in writing to the said documents.

"GTC" means these General Terms and Conditions of Purchase.

"Intellectual Property Rights" or **"IPR"** means all forms of intellectual property rights in any country or region, stored in any form, including but not limited to inventions, patents, utility models, industrial designs and models, trademarks, trade secrets, service marks, copyrights, applications for any of the foregoing and rights to apply for any of the foregoing, ownership of inventions, proprietary information and technical know-how, whether patentable or not, and any similar rights.

"Material Commitment" means the Suppliers commitment to purchase and secure Parts and take any other necessary action to avoid delays in the delivery of Products.

"Micropower" means the Micropower Group entity set out in the Agreement.

"Micropower Group" means and includes, individually and/or collectively depending on context, the Swedish company Micropower Group AB and any subsidiary or affiliate to Micropower Group AB or any other company or legal entity Micropower Group AB, directly or indirectly, controls.

"NDA" means Non-Disclosure Agreement entered between the Parties.

"Parts" means parts, systems, components, or raw materials, and other materials of all kinds required to produce the Products.

"Party" or **"Parties"** means Micropower and the Supplier.

"Product(s)" means the object(s) and Parts to be supplied by the Supplier to Micropower under the Agreement.

"Purchase Order" means a written purchase order for Products issued by Micropower to the Supplier for the purchase of Products.

"Supplier" means the party to an Agreement that supplies, or is intended to supply, Products to Micropower Group.

"Supplier Code of Conduct" means Micropower's Supplier Code of Conduct, as may be updated or replaced from time to time, published on the Supplier Portal (the most recent such version, the "Supplier Code of Conduct").

"Supplier Manual" means Micropower's Supplier Manual, as may be updated or replaced from time to time, published on the Supplier Portal (the most recent such version, the "Supplier Manual").

"Service(s)" means the service performed under Section 12.1 and any other service, maintenance or spare part requirement to be performed by the Supplier.

"Supplier Portal" means the internet home page (www.micropower-group.com) and any subsequent replacement of the same.

"Supplier's Property" means as set forth in Section 10.1.

"Technical Specifications" means any technical specifications, drawings or documentation provided or referred to by Micropower, including any applicable standards, which describes the Product's shape, function, material content, Parts and/or any other requirement on the Product.

"Tool Agreement" means an agreement between the Parties concerning the ownership, usage and maintenance, etc. of tool(s) necessary for the production of Products.

1. GENERAL, CONTRACTUAL DOCUMENTS AND ORDER OF PRIORITY

1.1 These GTC shall apply on any and all Agreements and to all types of purchases by legal entities and business units of Micropower Group.

1.2 An Agreement includes these GTC and, to the extent that they are issued, the following documents:

Framework Agreement
Purchase Order
NDA
GTC
Tool Agreement
Material Commitment
Technical Specifications
Supplier Manual
Supplier Code of Conduct
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1.3 In the event of a conflict between the documents which constitute a part of the Agreement, the documents shall apply in the order they are mentioned in Section 1.2, unless otherwise expressly agreed in a specific document. No terms and conditions

submitted by the Supplier apply to an Agreement unless accepted in writing by Micropower.

1.4 Unless specifically stated in the Agreement, the Supplier is not an exclusive supplier of the Products.

1.5 None of the obligations under the Agreement may be assigned, transferred, or subcontracted by Supplier without the prior written consent of Micropower.

2. PURCHASE ORDER

2.1 The Supplier undertakes to supply Products to Micropower according to Purchase Orders issued by Micropower. The Purchase Order shall contain reference of the Products ordered, quantities, prices and delivery dates.

2.2 The Supplier shall confirm the Purchase Order no later than two (2) working days after receipt of the Purchase Order. The Supplier's order confirmation shall contain the information set out in the Supplier Manual. If no confirmation of the Purchase Order has been received by Micropower within the aforesaid time, the Supplier shall be deemed to have accepted the Purchase Order.

3. INFORMATION AND AUDIT

3.1 The Supplier shall provide information to the extent and in the format described in the Supplier Manual. Such information shall, according to the terms and conditions set out in the Supplier Manual, include any information necessary for the Supplier to fulfil its obligation under the Supplier Manual, such as, but not limited, to: Co2 data on Part level, request for information (RFI), request for quotation (RFQ), Supplier balance scorecard, Production Part Approval Process (PPAP) and information and documentation in connection to the escalation process and contingency plan.

3.2 The Supplier shall upon Micropower's request provide Micropower with financial and other business information related to the Supplier and that may be of importance for Micropower in order to evaluate the Suppliers performance and the relationship with the Supplier and/or such other information that Micropower reasonably may request.

3.3 The Supplier shall, at its own cost, participate in meetings between the Parties initiated by Micropower, such as, but not limited to, quarterly business reviews (QBR), and as further described in the Supplier Manual.

3.4 Micropower shall, after reasonable notification and under the terms and conditions set forth in the Supplier Manual, be entitled to perform audit(s) of the Supplier. The scope of such audit shall be as set forth in the Supplier Manual. Each party carries its own costs in relation to an audit.

4. PART PROCUREMENT AND TOOLS

4.1 The procurement of all Parts is Supplier's responsibility and should be adjusted as necessary to meet Micropower's Purchase Orders, forecasts or delivery schedules. Micropower does not assume liability for secured material or other compensation, unless specifically agreed in writing.

4.2 Supplier is responsible for continuously gathering of information on Parts used for manufacturing of the Products. If supply of any Part is expected to cease, Supplier shall immediately inform Micropower. Supplier may after written consent from Micropower purchase, for and on behalf of Micropower, agreed volumes of such Parts.

4.3 Unless otherwise agreed between the Parties in the Tool Agreement, any tool paid by Micropower is owned by Micropower. The Supplier shall permanently mark any tool owned by Micropower and may not use any tool owned by Micropower for production on own account or the production and/or supply of any goods or services to any third party. The Supplier is responsible for maintenance and repair of any tool paid by Micropower.

5. PRODUCTION, ORDERED QUANTITY AND CAPACITY

5.1 The Supplier shall supply Products in accordance with the Technical Specifications and terms of the Agreement. The Supplier shall also operate and conduct its production and business in compliance with the principles and quality requirements set out in the Supplier Manual.

5.2 Micropower reserves the right to change or modify the Technical Specifications of a Product. Any changes in Products, Parts or production process shall follow the production and change management procedures set forth in the Supplier Manual

5.3 The Supplier shall at Micropower's request provide Micropower with a complete breakdown of the Products and Parts comprising i.a. of drawings and bill of material (BOM).

5.4 Unless agreed separately any delivery schedule or forecast issued by Micropower and any quantity included in such delivery schedule or forecast, shall be considered a forecast only and non-binding for Micropower. Only what Micropower explicitly has stated in a Purchase Order shall be considered a firm request for delivery of Products. However, the Supplier is to obtain production and delivery capacity so that deliveries can be made in accordance with the delivery quantity in the delivery schedule or forecast.

5.5 The Supplier shall immediately inform Micropower if there is a risk of non compliance with the most recent forecast or delivery schedule issued by Micropower and follow the procedures set out in the Supplier Manual. In such case Micropower may, at its own discretion, initiate an escalation process, as further described in the Supplier Manual.

6. DELIVERY

6.1 The Products shall be delivered by Supplier on the Delivery Date. If the Supplier anticipates that it will be unable to deliver the Products at the Delivery Date, the Supplier shall immediately notify Micropower thereof stating the reason, and if possible, the time when it will be able to deliver the Products.

6.2 Any agreed trade terms shall be construed in accordance with Incoterms® 2020 and passage of risk shall take place when Products have been handed over to Micropower in accordance with said terms according to the Agreement. If no delivery clause has been specifically agreed, the delivery clause shall be FCA (Incoterms® 2020)

6.3 The Supplier shall package, mark and label the Products as specified in the Supplier Manual. Every delivery of Products shall contain a delivery note as specified in the Supplier Manual.

7. PRICE AND PAYMENT

7.1 The sale of Products by Supplier to Micropower shall be at such prices as are set forth in the Agreement. The price for Products or Services shall be the same for all entities within Micropower Group.

7.2 Unless otherwise expressly stated in the Agreement, the prices are exclusive of value added tax (VAT) and any other taxes,

charges, customs, duties and fees, including any battery recycling fees. Charges such as, but not limited to, Products, Services and prices, which have not been agreed in writing, are invalid and Micropower is not responsible for such additional charges.

7.3 Prices are valid until the Parties agree on a new price in writing.

7.4 At Micropower's request Supplier shall provide a breakdown of each Product or Service price with an itemized price specification of all elements forming the price, including, but not limited to, raw material, material overhead, assembly, machinery, test cost and profit and the price of any Part.

7.5 Unless otherwise agreed between the Parties, payment for the Products, Parts or Service shall be made against Suppliers invoice within sixty (60) days from the date of the invoice. All invoices shall be addressed, marked and contain the information set forth in the Supplier Manual.

7.6 The Parties will jointly pursue cost reduction opportunities for the duration of the Agreement and will reflect the achievements of such opportunities in price reductions to Micropower.

8. DELAY OF DELIVERY

8.1 Should a delivery of Products or Services, or part of them, be delayed due to any cause other than Force Majeure, or circumstances attributable to Micropower, Supplier shall pay Micropower a delay penalty (liquidated damages) amounting to 2% of the Purchase Order value for each commencing week of delay. The liquidated damages shall not exceed 15% of the total value of the Purchase Order.

8.2 The delay penalty (or liquidated damages) under Section 8.1 is the only remedy for delay, except:

- (i) in case of delay on the part of the Supplier due to negligence or wilful misconduct of Supplier, in which case Micropower shall be entitled to any loss or damage in excess of liquidated damages;
- (ii) if the delay in delivery is such that Micropower is entitled to the maximum liquidated damages under Section 8.1, and if the Product is still not delivered, Micropower shall have the right to cancel the Purchase Order and terminate the Agreement, or
- (iii) if delivery performance indicate negative performance trend or significant deviation as specified in the Supplier Manual, in which case Micropower after initiated escalation process with unsatisfactory improvement results shall have the right to cancel the Purchase Order and terminate the Agreement.

8.3 In case of actual or anticipated delivery delay described in this Section 8, Supplier shall, at its own risk and cost, move to necessary overtime and shift work, arrange expedited delivery means, additional tools, expedited packing handling and transportation, arrange for necessary warehousing and to undertake other necessary actions to meet the agreed delivery time(s) or minimize the adverse impact of delay. Supplier shall keep Micropower properly informed in these respects.

9. CUSTOM; EXPORT CONTROLS

9.1 The Supplier shall provide proper customs clearance supporting documentation for supplied Products. Export licenses or authorizations necessary for the export of the Products shall be the responsibility of Supplier unless Micropower is required to apply for the export licenses pursuant to the applicable Foreign Trade Regulations, in which event Supplier shall provide such information as may be necessary to enable Micropower to obtain such licenses or authorization(s). Supplier shall undertake such arrangements as necessary for the Products or Services to be covered by any duty

deferral or free trade zone program(s) of the country(ies) of export/import.

10. SUPPLIER'S PROPERTY

10.1 Unless otherwise agreed to by Micropower, Supplier, at its expense, shall furnish, keep in good condition, and replace, when necessary, all machinery, equipment, tools, jigs, dies, instruments, fixtures, moulds, patterns and other items ("Supplier's Property") necessary for the production of the Products. The cost of changes to Supplier's Property necessary to make design and specification changes authorized by Micropower shall be paid for by Micropower as specifically agreed between the Parties. Supplier shall insure Supplier's Property with full fire and extended coverage insurance for its replacement value. Micropower shall have the right to enter Supplier's premises at all reasonable times to inspect such property and Supplier's records with respect thereto.

10.2 Supplier grants Micropower an irrevocable option to take possession of and title to Supplier's tooling that is unique for the Products. Supplier is to be compensated for this tooling based on tools net book value, less any amounts that Micropower has previously paid to Supplier for the cost of such items; provided, however, that this option shall not apply if Supplier's Property is used to produce goods that are the standard stock of Supplier.

11. LEGAL COMPLIANCE AND SUPPLIER CODE OF CONDUCT

11.1 The Supplier shall operate in full compliance with all laws and regulations applicable to its business. The Supplier shall comply with all laws and regulations relevant to the performance under the Agreement and the production and supply of the Products.

11.2 The Supplier confirms that it has read and signed the Supplier Code of Conduct and is aware of the terms of the Supplier Code of Conduct and undertakes to comply with it in all respects. Supplier confirms that it will at all times conduct its operations and business practice in accordance with the Supplier Code of Conduct and not violate such principles set out in the Supplier Code of Conduct. Further, the Supplier undertakes to ensure that its sub-suppliers comply with the Supplier Code of Conduct or with the same or substantially similar principles.

11.3 If the Supplier has breached a mandatory requirement of the Supplier Code of Conduct, Micropower may notify the Supplier of same with information supporting its belief. If the Parties are unable to reach a mutually acceptable resolution that resolves the breach of such mandatory requirement within thirty (30) days after Micropower's notification, Micropower shall have the right to terminate any and all Purchase Orders and/or the Agreement.

11.4 The Supplier shall indemnify Micropower for all losses, costs, damages, and expenses incurred by Micropower related directly or indirectly to any failure by Supplier to comply with the Supplier Code of Conduct.

12. MAINTENANCE AND SPARE PARTS

12.1 Supplier commit to supply Parts as spare parts with the same form, fit and function during a 10-year period after delivery of the last unit of the Products. The Supplier shall be able to deliver Parts as spare parts within reasonable time and at commercially reasonable prices agreed by the Parties.

12.2 The Supplier's undertakings set out in this Section 12 shall survive termination of the Agreement and shall apply for the full period necessary to fulfil Micropower's current and past model maintenance and spare parts requirements as set out above.

13. WARRANTY

13.1 The Supplier warrants that all Products delivered under the Agreement

- (i) shall conform to the Technical Specifications and to any samples approved by Micropower;
- (ii) shall be free from defects, deficiencies and non-conformities in design, material and workmanship;
- (iii) shall comply with all relevant technical approvals;
- (iv) shall be fit and sufficient for their intended use and function in accordance with the Technical Specifications; and
- (v) shall conform with applicable law and other requirements as well as with applicable industry standards and safety regulations.

13.2 Unless otherwise agreed between the Parties, the warranty period shall be thirty-six (36) months from the date the Products are delivered to Micropower. Any longer periods of liability for defects prescribed in the national laws of any sales market into which any Product, or products into which Products have been incorporated, are delivered, shall supersede the provision of this Section. The Supplier agrees to extend the warranty period set out in this Section so that it corresponds to the duration of the applicable national law.

13.3 In the event a Product does not fulfil the requirements set out in Section 13.1 and 13.2, Micropower shall at its own choice be entitled to (i) demand repair of the defective Product or (ii) demand replacement of the defective Product with new a Product that is free from defects, unless Micropower cancels the Purchase Order concerned, wholly or in part. Repair and replacement shall be carried out promptly upon demand.

13.4 When a defect has been remedied as stipulated in Section 13.3, Supplier shall be liable for defects in the replaced or repaired Product under the same terms and conditions as those applicable to the original Product for a period of thirty-six (36) months.

13.5 If Supplier fails to fulfil its obligations above within a reasonable time set by Micropower, Micropower may - without prejudice to other remedies available - undertake, or engage a third party to undertake, necessary remedial works at the risk and expense of Supplier. Any deficiency in deliveries or Services detected at the time of acceptance, inspection or commissioning may be immediately remedied by the Micropower itself or a third party at the expense of Supplier without the need to set a further deadline if Supplier delivered or provided such in delay. The same shall apply if Micropower has a particular interest in immediate repair or replacement delivery in case of urgency or to avoid delay itself.

14. TECHNICAL INFORMATION DISCLOSED

14.1 Technical Specifications disclosed by Supplier to Micropower, whether in relation to the Products or Services or otherwise during the term hereof, remains the property of Supplier and may not be patented or subjected to any other intellectual property right by Micropower.

14.2 Technical Specifications disclosed by Micropower to Supplier, whether in relation to the Products or Services or otherwise during the term hereof, remains the property of Micropower and may not be patented or subjected to any other intellectual property right by Supplier.

15. PRODUCT LIABILITY

15.1 Supplier shall indemnify and hold Micropower harmless from and against any liability, claims, demands or expenses for damages to property or bodily injury (including death) caused by the Products or Services.

15.2 If Supplier performs any work on Micropower's premises or utilizes the property of Micropower, whether on or off Micropower's premises, Supplier shall indemnify and hold Micropower harmless from and against any liability, claims, demands or expenses for damages to the property of or bodily injuries (including death) to Micropower, its employees or any other person arising from or in connection with Supplier's performance of work or use of Micropower's property, except for such liability, claim, or demand arising out of the sole negligence of Micropower.

16. LIABILITY AND LIQUIDATED DAMAGES

16.1 Should Supplier breach the terms and conditions of this GTC, Supplier shall be liable to Micropower for all direct losses, damages, costs and expenses caused by Supplier's acts or omissions including but not limited to, costs, expenses and losses incurred by Micropower:

- (a) in inspecting, sorting, repairing, rebuilding or replacing such nonconforming Products including labour overtime compensation and excess attendance costs;
- (b) resulting from production interruptions including labour costs for idle personnel; or
- (c) conducting recall campaigns or other corrective service actions.

17. INSURANCE

17.1 The Supplier shall during the term of the Agreement maintain an adequate product liability insurance and adequate insurance coverage in accordance with industry standards with a reputable insurance company.

17.2 The Supplier shall provide to Micropower either an insurance certificate or certified copies of all insurance policies within ten (10) days of Micropower's written request. Supplier shall inform Micropower of any termination or reduction in the amount or scope of insurance coverage within ten (10) days after receipt of such notice from the insurer.

18. INTELLECTUAL PROPERTY RIGHTS (IPR)

18.1 The Supplier may use the IPR owned by or licenced to Micropower, whether such IPR are in Products or tools provided by Micropower, only for the production and supply of Products to Micropower and may not use such IPR for the production and/or supply of any goods or services to any third party.

18.2 If Micropower pays, or otherwise compensates, the Supplier for development or design work, or contributes in other material respect to such development or design work, for Products or tools, any IPR arising from such work shall accrue to Micropower immediately upon creation.

18.3 The Supplier hereby grants Micropower and assigns a royalty-free, perpetual, irrevocable, world-wide and non-exclusive licence to the Suppliers IPR not already assigned to Micropower under Section 18.2 above, for the manufacturing, remanufacturing, assembly, marketing, sale, service, adaption, further development and modification of the Products.

18.4 Supplier agrees:

- a) to defend, hold harmless and indemnify Micropower, its successors and customers from and against any claims of infringement (including patent, trademark, copyright, industrial design right, or other proprietary right, or misuse or misappropriation of trade secrets) and resulting damages and expenses arising in any way in relation to the Products or Services contracted, including such claims where Supplier has provided only part of the Products or Services; Supplier expressly waives any claim against Micropower if such infringement arose out of compliance with Micropower's specification;

b) that Micropower or Micropower's appointed subcontractor has the right to repair, reconstruct, rebuild, apply and utilize the Products delivered under the Agreement without payment of any royalty or other special compensation to Supplier; and
c) that technical information and specifications disclosed by Micropower to Supplier or parts manufactured based on Micropower's drawings and/or specifications may not be used for Supplier's own use or transferred to third parties without Micropower's written approval.

18.5 Supplier commits to keep Micropower informed about possible regional limitations and risks regarding IPO topics.

19. BRAND PUBLICITY

19.1 Supplier shall not, without first obtaining the written consent of Micropower, in any manner advertise or publish the existence of the Agreement or the fact that Supplier is contracted to supply Micropower the Products or Services covered by the Agreement or use any trademarks or trade names of Micropower in Supplier's advertising or promotional materials.

20. CONFIDENTIALITY

20.1 "Confidential Information" shall mean and include the terms of the Agreement (including its existence), Technical Specification, any prices or delivery schedules, any information about the business activities of either Party, including without limitation, any information regarding customers, contracts, manufacturing or any other technical, commercial, or other information of any kind, whether received in writing, electronically, verbally or in any other form.

20.2 If either Party receives Confidential Information from the other Party, the receiving Party shall:

- a) keep the Confidential Information strictly confidential;
- b) not pass the Confidential Information to any third Party, even under a confidentiality agreement, without the prior written consent of the disclosing Party.
- c) make available the Confidential Information only to those of its officers and employees who need to have access to it for the purpose of the Agreement; and
- d) use the Confidential Information only for purposes of the Agreement

20.3 The foregoing obligations shall not apply to any portion of Confidential Information which the receiving Party can demonstrate:

- a) was known to the receiving Party prior to its receipt from the disclosing party;
- b) at the time of disclosure was, or thereafter becomes through no fault of the receiving Party, generally available to the public; or
- c) was disclosed in order to comply with applicable law or with a court or administrative order.

20.4 The receiving Party shall impose the same obligations as set out above on all its officers and employees having access to the Confidential Information. Each receiving Party shall be liable for any breach of the Agreement by its officers and employees.

20.5 At the disclosing Party's request or upon completion of use of the Confidential Information, the receiving Party shall return all copies of Confidential Information to the disclosing Party or, at the disclosing Party's request, destroy the Confidential Information and certify such destruction to the disclosing Party. The receiving Party may retain a copy of the Confidential Information, for archival purposes only, subject to the receiving Party's continuing obligation under this Section.

21. DATA PROTECTION

21.1 Supplier commits to comply with the applicable laws and regulations (such as EU General Data Protection Regulation (GDPR Regulation (EU) 2016/679)), as amended from time to time, in relation to privacy and personal data protection.

21.2 Supplier is responsible, at its own cost, to comply with such relevant information and cyber security requirements which are applicable to Products and/or Services, such as good industry practices.

21.3 Supplier shall properly inform Micropower in case of any security breaches or deviations to the requirements stipulated under this Section 21.

22. CHANGE OF CONTROL

22.1 To the extent legally permissible and promptly upon knowledge, Supplier shall notify Micropower in writing of any change in ownership of Supplier, and any sale, transfer, or other disposal of all or substantially all of its assets used in any way to perform its obligations under the Agreement (collectively "Change of Control"). In case a Change of Control occurs Micropower shall be entitled to terminate the Agreement in whole or in part with immediate effect without any penalty, liability, or further obligation.

23. FORCE MAJEURE

23.1 Unless explicitly stated otherwise herein, neither Party may hold the other Party liable for a breach of its obligations hereunder if the performance of such obligations is hindered by circumstances beyond the other Party's control provided such hindrance could not or should not have been anticipated by such other Party ("Force Majeure"). Such circumstances include but are not limited to unannounced strikes, war mobilizations, embargo, requisition, riots and similar events.

23.2 The Party invoking Force Majeure shall as soon as possible notify the other Party in writing together with documentation in support of the situation. If a Force Majeure situation has continued for 20 days or more, with or without interruption, or it is evident that it will do so, then the Party who did not invoke the Force Majeure has the right to terminate the Purchase Order at any time by giving notice in writing.

23.3. During a period of Force Majeure invoked by Supplier, Micropower may freely purchase from a third-party supplier and any goods or services so taken, in case a purchase commitment has been made, may be deducted from Micropower's commitment.

24. TERM AND TERMINATION

24.1 The term of the Agreement is specified in the Framework Agreement or the Purchase Order.

24.2 Without prejudice to any remedy either Party may have against the other Party for breach or non-performance of the Agreement, either Party shall have the right to terminate the Agreement with immediate effect, if the other Party

- a) commit a material or persistent breach of any of its material obligations under the Agreement and does not remedy or take reasonable steps to remedy such breach within thirty (3) days of receipt of a notice from the complaining Party specifying the breach; or
- b) ceases to do business, becomes insolvent, has a receiver, administrator or similar officer appointed in respect of the whole or part of its assets or business, makes any composition or arrangement with its creditors or an order or resolution is made for its dissolution or liquidation, or any equivalent or similar action or proceeding is taken or suffered in any jurisdiction.

24.3 In addition to what is stipulated in these GTC, and without prejudice to any other remedy Micropower may have against the Supplier for breach or non-performance of the Agreement, Micropower shall have the right to terminate the Agreement with immediate effect, if the Supplier

a) fails to deliver Products or perform Services as specified by Micropower;

b) breach the Micropower Code of Conduct; or

c) endangers timely and proper delivery of Products or completion of Services; and the Supplier does not remedy or take reasonable steps to remedy such breach under a) to c) above within thirty (30) days (or such shorter period if commercially reasonable under the circumstances) of receipt of a written notice from Micropower specifying the breach.

24.4 Termination of the Agreement shall not relieve any Party of its outstanding and unfulfilled obligations or liabilities towards the other Party.

25. MISCELLANEOUS

25.1 Entire Agreement

The Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes and replaces all prior agreements, understandings, covenants, representations and communications, whether oral or written, which may have existed between the Parties with respect to such subject matter.

25.2 Amendments

Amendments to or changes to the Agreement shall, in order to be valid, be made in writing and signed by authorized representatives of both Parties and shall be clearly stated as amendments or changes to the Agreement. Notwithstanding the above, Micropower may from time to time update or adjust The Supplier Manual, The Supplier Code of Conduct and the GTC. Such new versions will be published on the Supplier Portal. If the Supplier has any objections regarding a new version, he shall forward such objections to Micropower within three (3) months from the date the new version was published. If no objections have been forwarded to Micropower within the said time frame, the new version of the document shall replace the earlier version and form an integral part of the Agreement.

25.3 Assignment

Micropower shall have the right to pledge, transfer or assign its rights under the Agreement in whole or in part to any legal entities and business units of Micropower Group. Except with the prior written consent of Micropower, the Supplier shall not be entitled to pledge, transfer or assign in whole or in part any of its rights or obligations under the Agreement.

25.4 Waiver

No failure by either Party on any occasion to insist upon the strict performance of any provision of the Agreement or to exercise any right or remedy hereunder, shall constitute a waiver of right hereunder or of any such breach or any subsequent breach. No waiver shall affect the remainder of the Agreement, and each and every provision hereof shall continue in full force and effect with respect to any other the existing or subsequent breach thereof.

25.5 Severability

Should any provision of the Agreement be found invalid or unenforceable by a court of proper jurisdiction or an arbitral tribunal, such finding shall not invalidate the remaining provisions of the Agreement, and such remaining provisions shall continue in full force and effect.

26. GOVERNING LAW AND DISPUTE RESOLUTION

26.1 The Agreement shall be governed by and construed in accordance with the laws of Sweden.

26.2 The Parties shall seek to resolve any dispute arising out of or related to this Agreement amicably.

26.3 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Stockholm Chamber of Commerce Arbitration Institute (SCC). The rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of the arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be English.