

	Document name and ID General Terms and Conditions Amexci A-840-005	
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TERMS AND CONDITIONS AGREEMENT

1. Scope of application

1.1 These general terms and conditions ("GTC") shall apply to all agreements between Amexci AB in Sweden or Amexci OY in Finland ("Amexci") and its suppliers or customers for the delivery of goods or services, unless otherwise agreed in writing between the parties.

1.2 The supplier or customer shall provide the goods or services in accordance with the agreement and in compliance with all applicable laws and regulations.

1.3 Any changes or additions to the contract must be made in writing and approved by both parties.

2. Delivery and acceptance

2.1 The supplier shall deliver the goods or services in accordance with the schedule and specifications set out at the time of purchase. Amexci shall deliver the parts or services to customer in accordance with the schedule and specifications set out at the time of purchase.

2.2 Amexci has the right to examine and test the goods or services, and may conduct audits at supplier's facilities to ensure that they meet the requirements of the agreement. If the goods or services do not meet the requirements of the agreement, the supplier or customer shall immediately take appropriate action to remedy the non-compliance.

2.3 Acceptance of the goods or services shall take place when the supplier's or customer's obligations under the contract are fulfilled.

3. Price and payment

3.1 The price of the goods or services shall be stated in the agreement.

3.2 Amexci shall pay the supplier according to the payment terms set out in the agreement. The customer shall pay Amexci according to the payment terms set out in the agreement.

3.3 In the event of a dispute regarding an invoice, the customer is entitled to withhold payment until the dispute is resolved.

4. Transfer of risk

4.1 The risk of the goods passes from the supplier or customer to Amexci when the goods are handed over to the carrier.

4.2 If the supplier or customer is responsible for the transportation of the goods or services, the risk of the goods or services shall pass to Amexci when the goods or services are handed over to Amexci.

5. Intellectual property rights

5.1 The supplier or customer guarantees that the goods or services do not infringe the intellectual property rights of third parties.

5.2 All intellectual property developed or created by Amexci, including but not limited to trademarks, logos or copyrighted material, shall be owned by Amexci and may not be used without Amexci's prior written consent.

5.3 Amexci reserves all intellectual property rights in all documentation created by Amexci or provided by Amexci in connection with any service (e.g., consulting or training documents).

6. Confidentiality

6.1 Both parties shall maintain the confidentiality of any information disclosed by the other party that is designated as confidential or that should reasonably be considered confidential.

6.2 Neither party shall disclose any confidential information to third parties without the prior written consent of the other party, except to the extent required by law.

6.3 The parties may use confidential information only for the purpose of fulfilling their obligations under the agreement.

7. Limitation of liability

7.1 The liability of the Supplier, the Customer or Amexci for damages arising from the provision of the Goods or Services shall be limited to the following amounts:

- a) where the customer pays Amexci, the amount paid by the customer to Amexci for the goods or services.
- (b) where Amexci purchases from the supplier, the amount paid by Amexci to the supplier for the goods or services.

7.2 Neither the Supplier, the Customer nor Amexci shall be liable for any indirect, special or consequential damages, including but not limited to loss of income, arising in connection with the provision of the Goods or Services. The liability of all parties involved shall be limited to direct damages and the value of the goods or services delivered.

8. Termination

8.1 Either party may terminate the agreement by written notice to the other party upon material default by the other party which remains unpaid for sixty (60) days after written notice of such default.

8.2 Upon termination of the agreement, the supplier or customer shall immediately cease providing the goods or services and return to Amexci all confidential information and intellectual property provided by Amexci.

9. Applicable law and dispute resolution

Applicable to Amexci AB in Sweden:

9.1 The agreement shall be interpreted and governed by the laws of Sweden.

9.2 Any disputes arising in connection with the agreement shall be settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce. The place of arbitration shall be Stockholm, Sweden.

9.3 Arbitration shall be conducted in the language specified in the agreement.

Applicable to Amexci OY in Finland:

9.4 The Agreement shall be interpreted and governed by Finnish law.

9.5 All disputes arising in connection with the Agreement shall be settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce. The arbitration shall be held in Finland.

9.6 The arbitration shall be held in the language specified in the Agreement.

10. Notices of changes

10.1 The supplier or customer shall immediately notify Amexci of any changes in their business that may affect the delivery of goods or services under the agreement.

10.2 Notifications between the parties shall be made in writing and sent to the other party by e-mail or post.

11. Quality requirements

11.1 Amexci works in accordance with international quality management standards such as ISO9001, IATF 16949, AS9100 and ISO 17025.

11.2 The supplier shall endeavor to meet the requirements set out in these standards for all deliveries that may affect Amexci's quality management system. Amexci assesses suppliers and, if necessary, communicates special purchasing requirements in addition to these GTCs.

11.3 Failure of the supplier or customer to comply with these quality requirements may result in interruption of deliveries and possible legal action by Amexci.

12. Traceability and safety

12.1 The supplier or customer shall maintain traceability of all delivered goods and related documentation to ensure that they meet Amexci's requirements and standards.

12.2 The supplier or customer shall ensure that the goods are safe to use and transport and meet all applicable safety standards and requirements.

12.3 If the supplier or customer discovers or suspects that any product is defective or otherwise unsafe, they shall immediately notify Amexci and cooperate to identify and remedy the problem.

13. Environmental requirements

13.1 The supplier or customer shall comply with all applicable environmental protection laws of the country of origin and regulations and is committed to minimizing the environmental impact of the production and delivery of the goods or services.

13.2 The supplier or customer shall take appropriate measures to reduce the use of hazardous substances and materials and use recyclable and environmentally friendly materials in the production and delivery of the goods or services.

13.3 The supplier or customer shall comply with general environmental objectives of the country of origin and also any specific requirements that Amexci may have on environmental protection, which may be communicated in addition to these GTC.

14. Acceptance of the Code of Conduct

14.1 The supplier or customer shall accept Amexci's Code of Conduct and comply with the principles and standards set out in this Code.

14.2 Amexci may require the supplier or customer to participate in training or other information to ensure that they fully understand and comply with the Amexci Code of Conduct.

14.3 If the supplier or customer violates the Amexci Code of Conduct or fails to meet the ethical standards set forth in this Code, it may result in termination of the contract and possible legal action by Amexci.

15. RoHS and REACH requirements

15.1 The supplier or customer shall comply with all applicable requirements of the RoHS Directive (latest version) and the REACH Regulation (latest version) for all goods supplied to or purchased from Amexci.

15.2 The supplier or customer shall provide all necessary certificates and documentation confirming that the goods comply with RoHS and REACH requirements.

15.3 If the supplier or customer discovers or suspects that any product does not comply with RoHS or REACH requirements, they shall immediately notify Amexci and cooperate to identify and remedy the problem.

16. Requirements for counterfeit parts

16.1 The supplier or customer shall ensure that all goods delivered to or purchased from Amexci are free from counterfeit parts or components.

16.2 The supplier or customer shall provide all necessary documentation and certificates confirming that all goods are authentic and not counterfeit.

16.3 If Amexci discovers that any product or part is counterfeit, it may lead to immediate termination of the contract and possible legal action by Amexci.

17. Other

17.1 Neither party shall assign or otherwise transfer its rights or obligations under the agreement without the prior written consent of the other party.

17.2 If any provision of the agreement is invalid or unenforceable under applicable law, that provision shall be deemed severable from the agreement and shall not affect the validity or enforceability of the other provisions.

17.3 The agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous oral or written understandings or agreements between the parties.

17.4 If you have any questions or concerns, you can contact Amexci at: info@amexci.com

By accepting these terms and conditions, the supplier or customer agrees to comply with all the terms and conditions set out in this agreement. Any breach of these terms and conditions may result in termination of the contract and possible legal action by Amexci.

Rev	Date	Section/ Paragraph	Reason for change	Summary of change	Authorized by
1	2023.03.10			Initial issue	JA
2	2023.05.22	p.5; p.7; p.11; P13	Clarification Clarification Clarification Clarification	Clarification of IP Amexci Clarification Limitation of liability Clarification of Q-require Clarification of E-require	JA