

1. SCOPE OF THE AGREEMENT

1.1 This Agreement sets out the terms and conditions under which (a) Supplier will supply the Products and (b) perform the Services to Ingka, if and to the extent ordered by Ingka.

2. PURCHASE ORDERS AND GENERAL TERMS OF AGREEMENT

2.1 In order to make a purchase under this Agreement, Ingka will issue a purchase order to Supplier. Such purchase order will be sent via the electronic ordering system applied by Ingka Group ("**Ingka's E-Procurement Tool**"). The purchase order will specify the requested delivery date and price and shall include a reference to the terms and conditions of this Agreement. No other terms or conditions in any acknowledgement or confirmation of order, quotation, specification, delivery note, invoice, purchase order or similar document will apply to Ingka's purchases under this Agreement.

2.2 In the event that Ingka does not receive Supplier's confirmation within five (5) working days from dispatch of the purchase order, the purchase order shall be deemed to have been accepted by Supplier. Supplier may only reject a purchase order if Supplier can substantiate that the purchase order deviates from the terms and conditions of this Agreement.

2.3 Upon Ingka's request, Supplier agrees to provide Ingka with product and/or service information as applicable (including pictures) as well as Supplier brand, to be used in Ingka's E-Procurement Tool. The information shall be provided in the requested electronic format for publication in said tool. Supplier hereby grants Ingka the right to use such information and Supplier brand in the E-Procurement Tool during the term of this Agreement.

2.4 Ingka makes no commitment whatsoever as to procuring a certain volume under this Agreement, unless otherwise expressly stated herein. The parties expressly acknowledge that this Agreement does not create an exclusive relationship between the parties.

3. DELIVERY

3.1 Supplier agrees to deliver the Products and/or Services to Ingka in accordance with each purchase order (including any Specification, as applicable) and on the agreed delivery date.

3.2 Supplier shall prepare and pack the Products to prevent damage and deterioration. When doing so, Supplier must ensure that all packaging of Products is made in a manner to reduce environmental impact by e.g. optimizing material and transport efficiency, minimizing litter, using recycled materials and eliminating hazardous substance in any packing material. Charges for preparation for shipment (including packing and crating) are included in the price.

3.3 In the event that delivery involves cross-border shipment, Supplier shall be either (a) certified according to C-TPAT, AEO-S/F or ISO 28000 supply chain security standards, or (b) certified by a reputable third party as meeting equivalent requirements. If Supplier does not hold a certificate pursuant to (a) or (b), Supplier warrants and represents that it has implemented supply chain security standards that are equal to the Ingka Supply Chain Security requirements, as published and made available at www.ingka.com/suppliers.

4. DELAY

4.1 Supplier shall immediately notify Ingka in writing of any anticipated delay, stating the cause and remedial actions taken by Supplier to mitigate the delay. If the Products and/or Services are not available on the delivery date, Supplier shall be in delay of delivery.

4.2 Supplier shall pay to Ingka liquidated damages in the amount of two (2%) per cent of the total price payable for the delayed Products and/or Services, per each commenced working day of delay, up to a total maximum penalty of thirty percent (30%) of the total price payable for the delayed Products and/or Services.

4.3 Should delivery of ordered Products and/or Services be delayed more than thirty (30) days, Ingka shall be entitled to cancel, in whole or part, the relevant purchase order and any other purchase order affected by the delay, and recover from the Supplier all costs and losses resulting to Ingka including the amount by which the price payable by Ingka to acquire those Products and/or Services from another supplier exceeds the price payable under the Agreement, in addition to any paid out liquidated damages according to the above.

5. FEES, INVOICING AND PAYMENT

5.1 The Specification Appendix shall set out all fees and prices applicable under this Agreement and each purchase order issued hereunder shall refer to and be based on such prices. All prices are exclusive of VAT but inclusive of any other taxes, duties, levies, expenses or charges. All such other taxes, including withholding of preliminary and final taxes, duties or other charges, now existing or which may hereafter be imposed on either of the parties as a consequence of this Agreement by any taxing or other governmental authority shall be solely for Supplier's account and paid by Supplier, regardless of whether it is Supplier or Ingka who is liable to pay or withhold such taxes, duties or other charges in accordance with the applicable law. For the avoidance of doubt, this means that Ingka shall always be entitled to withhold any preliminary and final taxes, duties or other charges, if and as required by law.

5.2 To the extent Supplier provides Services by landed resources (employees or Subcontractors) in Norway, the invoice must also include either (a) a reference to the Supplier's tax certificate (Norw. *Skatteattest – Attest for skatt og merverdiavgift*) and tax and VAT number (Norw. *Organisasjonsnummer/MVA-nummer*), or (b) a breakdown of how much of the invoiced amount relates to Services performed by landed resources in Norway.

5.3 Each invoice issued under the Agreement shall make a reference to the relevant purchase order and be accompanied by a written specification giving a true account of the Products purchased and Services rendered. Ingka reserves the right to reject any invoice that does not meet the requirements set out in this section and shall not be deemed to be in default due to such rejection. The payment term shall always be counted from the date when Ingka receives a correct invoice.

5.4 Ingka shall make payment for any invoice within thirty (30) days from the date of receipt of such invoice, except for invoices which Ingka in good faith disputes in whole or in part.

6. GENERAL WARRANTIES

6.1 Each party represents and warrants that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin, (b) it has all necessary right, power, and authority to enter into this Agreement and to perform the acts required of it hereunder, (c) it owns or holds any Intellectual Property Rights necessary for its performance under this Agreement, and (d) its performance under this Agreement will comply with all applicable laws and regulations.

7. SPECIFIC WARRANTIES

7.1 Supplier warrants that the Products will at all times (a) perform in accordance with and conform to the Specification and, and (b) possess the characteristics that Supplier has referred to through samples and prototypes or in marketing; and (c) be fit for their intended purpose, as such purpose has been set out in the Specification.

7.2 Supplier further warrants the Services shall be performed with reasonable care and skill and be free from errors in operation and performance, shall comply with the applicable Specification in all respects, and shall provide the functions and features and operate in the manner agreed to by the parties under this Agreement.

7.3 Ingka shall notify Supplier in writing of any defects that have appeared in the Products and/or Services, including a description of the defect. Products and/or Services that deviate from the warranties in sections 7.1 and 7.2 shall be considered defective.

7.4 Supplier shall promptly (and within the specific time frame, if any, set out in the Specification) remedy the defective Products and/or Services at its own risk and cost, by repair, replacement or re-performance (if re-performance is reasonably convenient to Ingka and provides an adequate remedy of the defect). Ingka shall further be entitled to compensation for damages, costs and expenses.

8. OWNERSHIP AND LICENSE RIGHTS

8.1 Except as expressly stated in the Agreement, the Agreement does not grant either party any rights, implied or otherwise, to the other party's content or Intellectual Property Rights.

8.2 To the extent any license or access right is required for Ingka to use the Product and/or Service to their full potential as expected and ordered by Ingka under this Agreement, such license or access right is

hereby granted to Ingka with the right to allow its employees, authorized consultants and affiliates to use and access the Product and/or Service in the manner described hereunder.

9. INFRINGEMENT

9.1 Supplier shall be solely responsible to the extent the Product and/or Services constitutes any infringement in any intellectual property right of any third party and undertakes to indemnify and hold harmless Ingka from and against any and all damages, costs and expenses (including reasonable attorneys' fees) incurred as a result of or in connection with any claim or proceeding brought by any third party against Ingka based on a claim that the Products or the use thereof constitute an infringement of any third party intellectual property rights.

10. LIMITATION OF LIABILITY

10.1 Neither party shall be liable to the other for any indirect or consequential damages, even if it has been advised of the possibility of such damages.

10.2 Notwithstanding anything contrary in this section (Limitation of Liability) or otherwise in this Agreement, no limitations of liability shall apply to third party claims due to personal injury or death, a party's wilful misconduct or gross negligence, breach of sections (Confidentiality) (Non Publicity) or a party's obligations under section (Infringement).

11. CONFIDENTIALITY

11.1 Except for disclosure to Subcontractors and affiliates on a need-to-know basis in order to provide the Products and/or Services or where required by any court or governmental authority, neither party shall, during the term of the Agreement and thereafter, disclose to any third party any confidential information of the other party and shall not use such information other than for the agreed purpose. A party that discloses confidential information of the other party to its Subcontractors or affiliates shall remain liable for any breach of this section by such Subcontractor or affiliate.

12. NON PUBLICITY

12.1 Neither Supplier or its employees, nor any third party engaged by Supplier may use its relationship with, or assignment for Ingka, Ingka Group or Inter IKEA Group or the existence of this Agreement for any marketing or financing purposes or as reference in any company presentations or press releases or in any way utilize (neither on the Internet nor in any other way communicate to the public) any trade name, trademark, service mark, logo or other distinctive brand feature of Ingka, Ingka Group or Inter IKEA Group.

13. CODE OF CONDUCT

13.1 Supplier hereby acknowledges that it has read and understood the IWAY Appendix and that Supplier will adhere to the terms and conditions set forth therein. For the purpose of this Agreement, the glossary and the terms used in the IWAY Appendix apply specifically and exclusively to the IWAY Appendix.

13.2 Supplier further undertakes to comply with the Ingka Group Business Ethics Appendix as published and made available at www.ingka.com/suppliers.

14. AUDITS

14.1 Supplier shall permit and Ingka shall be entitled, at its own expense, to audit and monitor relevant aspects of the business of Supplier and of the Subcontractors, in order to verify the due and proper fulfillment of the requirements set forth in this Agreement. This audit provision applies to all areas of the business of Supplier relevant to this Agreement, except for those areas subject to separate audit terms agreed by the parties in respect of specific areas (e.g. information security, data privacy, IWAY).

14.2 Audits may be performed by Ingka and/or a third party appointed by Ingka upon reasonable advance notice to Supplier. Audits shall be subject to customary confidentiality obligations and must be conducted during regular business hours and may not unreasonably interfere with the Supplier's business activities. Unless specifically called for, Ingka may not conduct audits more than once per contract year. For the purpose of the performance of such audits, Supplier shall provide access to relevant part of its premises, documentation and personnel and provide reasonable co-operation to Ingka in carrying out such audits. If the audit reveals any material deviation from the Agreement and Ingka decides to investigate Supplier further, Ingka shall have the right to conduct such investigation at Supplier's expense.

15. DATA PRIVACY

15.1 If Supplier, when performing its obligations under this Agreement, will process personal data (as defined in the applicable law) on behalf of an Ingka, the parties agree that the Data Processor Agreement, attached hereto as the Privacy Appendix, shall apply between the parties in order to fulfill the legal requirement of a written agreement between a data controller and a data processor. The Privacy Appendix sets out inter alia the instructions for Supplier regarding the processing of personal data, the duration and purpose of the processing, the types of personal data and categories of data subjects being processed and the obligations and rights of the data controller.

16. INSURANCE

16.1 Supplier shall secure that its business operations are covered by appropriate insurance and shall upon request provide satisfactory evidence to such effect.

17. FORCE MAJEURE

17.1 Either party can terminate this Agreement or the affected purchase order with immediate effect by giving written notice, if the delivery is delayed for more than one month by reason of force majeure.

18. SUBCONTRACTORS

18.1 Supplier shall be entitled to appoint Subcontractors for the performance of its obligations under the Agreement provided that Supplier notifies Ingka in writing hereof. Supplier shall ensure that the provisions of the Agreement are fully complied with and Supplier shall be liable for the acts and omissions of such third party to the same extent as Supplier is liable for its own actions and omissions under the Agreement.

19. MISCELLANEOUS

19.1 This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings and negotiations between the parties with respect to the subject matter hereof. No modification, amendment, alteration or waiver of any provision thereof will be binding upon the parties unless made in writing and signed by duly authorized representatives of both parties.

19.2 The waiver by either party of a breach or a default of any provision of the Agreement by the other party shall not be construed to be a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder, operate as a waiver of any right, power or privilege by such party.

19.3 Subject to the exception provided herein, neither party may assign this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld.

20. GOVERNING LAW AND DISPUTE RESOLUTION

20.1 This Agreement and any purchase order shall in all respects be governed by and construed in accordance with the substantive laws of the place of registered office of Ingka as set forth in the relevant purchase order.

20.2 Any dispute, controversy or claim arising out of or in connection with this Agreement or any purchase order or the breach, termination or invalidity thereof, shall be referred to the exclusive jurisdiction of the courts of the place of the registered office of Ingka as set forth in the relevant purchase order.