

1. SCOPE OF THE AGREEMENT / EFFECTIVE DATE

1.1 These General Purchasing Conditions ("GPCs") (along with any applicable General Agreement to which these GPCs are attached, collectively the "Agreement") set 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. The "**Effective Date**" of this Agreement shall be as described in the General Agreement, or, if no General Agreement has been signed by the Parties, it shall be the date indicated on any Purchase Order / Invoice / SOW to which these General Purchasing Conditions are attached and signed by Ingka (each, a "**Purchase Document**").

2. PURCHASE ORDERS AND GENERAL TERMS OF AGREEMENT

2.1 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 SAP ("**Ingka's e-Procurement Tool**") . The purchase order will specify the requested service and/or delivery date, quantity 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 Ingka makes no commitment whatsoever as to procuring a certain volume and/or value under this Agreement, unless otherwise expressly stated herein. 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 Specifications described in the Specification Appendix, as applicable) and on the agreed delivery date as described in the Specification Appendix, or applicable Purchase Document(s). Title and risk of loss shall pass to Ingka upon delivery of the goods and/or Services. All goods and/or Services delivered to Ingka shall be free of liens, charges, and encumbrances.

3.2 Supplier shall prepare and pack the Products to prevent damage and deterioration. 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 unless indicated otherwise on a Purchase Document.

3.3 Supplier warrants and represents that it has implemented supply chain security standards.

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 and the relevant Purchase Document number(s).

4.2 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 or the Specification Appendix.

5. FEES, AND PAYMENT

5.1 The Specification Appendix shall set out all fees and prices applicable under this Agreement, unless pricing is listed in a separate Purchase Document. Ingka shall always be entitled to withhold any preliminary and final taxes, duties or other charges, if and as required by law. The Vendor Invoicing Requirements Appendix shall set out all applicable vendor invoicing requirements under the Agreement.

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 design, materials, workmanship and packaging of all Products and Services will at all times (a) (in the case of Products) be free from all latent and patent defects; (b) perform in accordance with and conform to the Specification Appendix (as applicable); (c) be new/non-resold Products unless otherwise agreed by the Parties; and (d)

be fit for their intended purpose, as such purpose has been set out in the Specification Appendix or any applicable Purchase Document; (e) meet all applicable statutory requirements and standards and regulatory requirements (including keeping required permits, licenses, consents approvals and authorizations, especially those relating to environment and safety laws and regulations); and (f) follow all implied warranties under the United States Uniform Commercial Code.

7.2 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 the Specification Appendix, shall be considered defective.

7.3 Supplier shall promptly (and within the specific time frame, if any, set out in the Specification Appendix of any applicable Purchase Document) 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 or as provided for below, 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.

8.3 All designs, drawings, blueprints, descriptions, specifications, engineering standards, technical data, samples and/or models created at Ingka's request (together, "Designs") established or agreed upon and provided pursuant to this Agreement, including, without limitation, any intellectual property, shall be the sole property of Ingka regardless of which Party has suggested or developed any improvement, modification, or further development. Except as it is necessary to produce the Products and/or supply the Services, Designs may not be copied or

reproduced without the prior written consent of Ingka, and shall be promptly delivered to Ingka, including all copies, upon request. Supplier may not disclose to a third party any Designs, technical or commercial information pertaining to Ingka.

9. INFRINGEMENT/INDEMNITY

9.1 Supplier hereby agrees to defend and indemnify the other party and its respective partners, shareholders, directors, employees and agents ("IKEA Indemnified Parties") and hold them harmless from all fines, suits, legal proceedings, losses, claims, demands or actions of any nature or kind whatsoever ("Claims"), directly or indirectly associated or connected with the provision of Products or the performance of the Services hereunder and against any and all damages, costs, expenses and fees (including without limitation reasonable attorney's fees) incurred by or on behalf of any of the foregoing in the investigation or defense of any and all such Claims. However, Supplier will have no duty to indemnify and hold harmless IKEA Indemnified Parties as set forth above to the extent Claims directly or indirectly arise from: (i) the negligent or intentional act or omission of an IKEA Indemnified Party, (ii) the handling or transport of hazardous materials as defined by the Department of Transportation tendered by the IKEA Indemnified Parties, or (iii) product defect, design or manufacturing of IKEA products.

9.2 Supplier shall be solely responsible for any claims that the Product and/or Services constitute 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 and/or Services or the use thereof constitute an infringement of any third party intellectual property rights.

10. LIMITATION OF LIABILITY

10.1 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 willful misconduct or negligence, breach of Section 11 (Confidentiality), Section 12 (Non Publicity) or a party's obligations under Section 9.1.

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.

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. 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 During the time of this Agreement and without prejudice to any other legal right, Ingka may conduct an audit of any company data, records, documentation, processes & procedures so as to verify compliance with this Agreement ("Audit") including assessment of payments and invoice accuracy and any potential underpayment or overpayment. 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 (at Ingka's expense) 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 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 applicable law) on behalf of an Ingka, the parties agree that the Data Processor Agreement, (attached to the General Agreement 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.

16. INSURANCE

16.1 If applicable, Supplier shall abide by the terms and conditions of the Insurance Appendix under this Agreement.

If no Insurance Appendix has been attached, Supplier shall secure that its business operations are covered by appropriate insurance according to industry standards and shall upon request provide satisfactory evidence to such effect.

17. FORCE MAJEURE

17.1 Force Majeure: The following circumstances shall be considered as cases of relief if they materially impede the performance of either Party under this Agreement or make performance unreasonably onerous: any circumstance beyond the reasonable control of the Parties such as fire, war, pandemic, general mobilization, requisition, seizure, currency restrictions, insurrection, and civil commotion ("Force Majeure"). Strikes, lockouts, and labor difficulties are not considered to be a Force Majeure event. Circumstances referred to in this Section which have occurred prior to the Effective Date of this Agreement shall constitute cases of relief only if their effect on a Party's performance under this Agreement could not be foreseen at the time of the Effective Date of this Agreement. Notwithstanding anything to the contrary herein, Ingka may terminate this Agreement immediately by notice in writing to Supplier if delivery of goods or any material part thereof is delayed for more than thirty calendar days by reason of any of the circumstances mentioned above. IKEA may also purchase its supplies elsewhere during any period when Supplier is unable to supply and require the

quantity to be delivered by Supplier to be reduced accordingly.

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 advance in writing. 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.

19.4 Severability: The invalidity or unenforceability of any particular provision of this Agreement or any appendices hereto shall not affect the other provisions hereof and this Agreement and any appendices hereto shall be construed in all respects as if such invalid or unenforceable provision were omitted.

19.5 To the extent Supplier personnel is required to travel in connection with performing its obligations under this Agreement and unless otherwise agreed in writing between the parties, Supplier shall bear all travelling costs and such cost shall be deemed to be included in the fees. Where the parties have agreed that Ingka shall reimburse Supplier for reasonable travelling costs, the principles for remuneration shall be agreed in writing in advance and comply with the Ingka Travel Policy Appendix, as published and

made available at <https://www.ingka.com/suppliers>.

19.6 Liens: Supplier, for itself, its subcontractors and employees, warrants and represents that no mechanic's claim or lien, or lien claim, shall be filed or maintained against Ingka or any site where delivery of Services and/or Products takes place or any improvements which are the subject of the Services and/or Products for or on account of any work, services, materials or equipment provided under this Agreement. Supplier, for itself, its sub-contractors and employees, hereby expressly waives and relinquishes the right to file, have, or maintain any mechanic's claim or lien, or lien claim, against IKEA or any site where deliveries of Services and/or Products takes place or the improvements which are the subject of the Services and/or Products.

20. GOVERNING LAW, DISPUTE RESOLUTION, LANGUAGE

20.1 In the event a dispute arises in the United States, this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to the conflict of laws principles thereof. In the event a dispute arises in Canada, this Agreement shall be governed by the laws of the Province of Ontario, without regard to the conflict of laws principles thereof.

20.2 Disputes: The Parties do knowingly, voluntarily and intentionally waive the right which each has, or may have to a trial by jury with respect to any legal action, proceeding, suit, litigation, claim, or counterclaim which: (a) is based upon this Agreement or any provision hereof, (b) arises out of, under, or in connection with this Agreement or any other document, instrument, or agreement mentioned herein or contemplated to be executed in conjunction herewith, or (c) arises out of, in connection with or is based upon any conduct, course of conduct, course of dealing, statements (whether verbal or written) or actions of either Party respecting any matter addressed or contemplated herein. This waiver is intended to be applicable at all times until all applicable statutes of limitation respecting the types of legal actions and claims covered hereby shall have run, notwithstanding the expiration or earlier termination of this Agreement. Both Parties mutually acknowledge and agree that this waiver of right to trial by jury forms an integral part of the consideration for their entering into this Agreement and that this provision constitutes a material inducement to each Party for its execution and delivery of the counterparts hereof.