

General Terms and Conditions of Purchase

1. General

1.1. These General Terms and Conditions (hereafter "GTC") constitute the sole agreement applicable to Mobile Climate Control's purchases and Mobile Climate Control (hereafter "MCC") expressly excludes the application of any general terms of sale of the Supplier as well as any document issued by it in relation to MCC's order. These GTC are applicable to all MCC's purchases, whether equipment, spare parts, finished goods, raw materials or any other goods or services (hereafter, whether individually or collectively, "Supplies").

1.2. These GTC may only be modified by a written statement signed by the Purchasing Department of MCC. This latter expressly excludes any provision to the contrary made by the Supplier in particular all provisions as may be set out in the Supplier's own terms and conditions of sale, unless otherwise agreed in writing.

1.3. All exchanges of communication between MCC and the Supplier must be in writing, unless otherwise agreed in writing. Other methods of communication must first be expressly accepted in writing by MCC in order to render such communication enforceable.

2. Orders and Acknowledgement of Receipt

2.1. Unless otherwise agreed in writing by MCC, all purchase orders (hereafter "Orders") made by MCC must be communicated by an Order Form issued by MCC's Purchasing Department. MCC can only be bound by such Order Form and it expressly excludes the possibility of any contractual relationship resulting from oral dealings. The term „Orders“ is to be construed in the following exhaustive manner:

Blanket orders;

Spot orders;

Any amendment to the aforementioned orders.

2.2. The Supplier shall acknowledge receipt of the Order within 2 (two) calendar days as of the date of issue of the Order Form by email or fax. Where no such acknowledgment of receipt is issued, the silence may be considered ipso facto an implicit reject of the terms of the Order.

2.3. By acknowledging receipt of the Order, signing the MCC Order Form, performing the Order or delivering the Supplies ordered the Supplier acknowledges the present GTC without reservation and accepts their precedence over its own conditions of sale. Under no circumstances does the acquiescence of MCC constitute acceptance of the Supplier's conditions of sale.

2.4. Where any of MCC's Clients, on behalf of whom the Order has been placed subsequently decides to cancel or reduce its order, HL reserves the right to reduce by the same amount or alternatively to cancel their own Order without any damages accruing to the Supplier.

3. Compliance

3.1. All Supplies delivered must conform to all relevant requirements, notably all Directives, laws, regulations and accepted standards in force in the Member States of the European Economic Area, in particular with regard to health and safety and protection of the environment. Any instance of non-compliance must be notified by issue of a "notice of noncompliance" by the Supplier before delivery together with a request for exceptional permission to deliver. The Supplier agrees to indemnify MCC against any proceedings resulting from the breach of any of the above requirements and undertakes to indemnify the same for all financial and other consequences.

3.2. All trade standards and state of the art must be observed at each stage of the research, development or manufacture.

3.3. Subject to the provisions of clause 3.2, the Supplies shall conform with all drawings and specifications, and, where any details have not been so specified the Supplies should conform with the samples initially approved by MCC. No technical modification, even minor, shall be made without the prior consent of MCC which shall be evidenced by a referenced Addendum to the Order issued by MCC's Purchasing Department.

3.4. Upon MCC's request, the Supplier shall provide the appropriate certificate stating the country of manufacture of the Supplies. The Supplier shall indicate in its acknowledgement of the Order and in its invoice whether there are any restrictions in relation to the import/export of the Supplies, and where appropriate it should indicate any procedure that must be observed in relation to any applicable international requirements affecting the Supplies from time to time.

3.5. Upon acceptance of an Order, the supplier shall adhere to MCC's Quality and Environmental System, and the former agrees to abide strictly by such plan.

3.6. Where the Supplies are to be delivered in stages or on a serial basis, the Supplier shall adhere to MCC's Production System methods and it undertakes to harmonize its management, administration and production systems with those of MCC.

3.7. All rules relating to compliance are equally applicable to any documents supplied by the Supplier. The Supplier will pay particular regard to the compliance of the documents in relation to the Supplies delivered by it.

3.8. The Supplier must set out in writing to MCC any intention to change any of the Supplies, processes, or production sites with three (3) month prior written notice. MCC reserves the right to immediately cancel all Orders subsequent to such notification.

3.9. MCC is committed to the REACH legislation and requirements. The Supplier shall be responsible to implement the appropriate organization to comply with the REACH requirements and to support MCC with all required information related to the application of the REACH legislation. This includes, but is not limited to, supply of the Safety Data Sheets and exposure scenario in the national language of the country the Supplies are used by the Customer, compliance to the packaging and labelling REACH requirements, supply of all information related to the quantity of Substances of Very High Concern (SVHC) included in the Supplies. When applicable, compliance to the REACH requirements shall be clearly demonstrated as part of the Supplier's strategy and shall include the replacement of hazardous substances. In the case the Supplier is a distributor of substances under the REACH legislation, the Supplier shall comply with the REACH requirements for Distributors.

3.10. Seller must ensure that all parts sold to MCC meet ROHS (Restriction of Hazardous Substance) Regulation directive restricting the presence of certain Substances in products sold in Europe as per MCC SQEE STD 100-0002 - Free from Listed Prohibited Chemicals and MCC SQEE STD 100-0003 - Chemical Substances whose content shall be limited.

3.11. MCC is committed to requirements of Volvo's Black and Grey- lists

4. Packaging and Travel Documents

4.1. All items shall be suitably prepared and packaged for shipment so as to secure lowest possible transportation rates and to meet carriers and MCC quality requirements. MCC will not allow extra charges for packing, cartage or any incidental charges unless stated on MCC Purchase Order. Supplier shall mark the Purchase Order number on the package with each shipment and enclose a packing slip. Packing slip must include MCC part number, description and quantity. Seller shall submit invoices, shipping documents, and copy of packing slip to Buyer on day shipment is made.

5. Delivery terms

Time is of the essence of the Order. The delivery term shall be either indicated on the Order Form or specified by the Logistics Department of the MCC premises where the delivery is to be made. The date of delivery set out in the Order or the delivery schedules is the date that the Supplies should be delivered to MCC's premises. The Supplier shall be responsible for taking the necessary measures to meet the delivery date, in terms both of delivery of the Supplies themselves as well as compliance with the necessary technical, administrative and carriage documents. The Supplier shall not be entitled to deliver the Supplies before the Due Date without the issuing Purchasing Department's prior written agreement, and will bear all costs related to any early delivery. The Supplier will indemnify MCC against all costs the latter shall incur in cases of late or early delivery, such costs to include all consequential loss, in particular, any delay to MCC's production or to any of MCC's clients, extra costs of carriage, use of an alternative supplier etc. MCC may apply penalties for late or early delivery, without need for prior service of a demand, and in accordance with the following:- 2% of the value of the Supplies delivered for late or early delivery per working day subject to contrary indication. MCC has the right to issue an invoice in relation to all costs not covered by the above penalties. Furthermore, where delivery does not conform to the requirements set out, MCC shall be entitled to terminate the Order pursuant to Clause 12 hereof, and thus shall have the right to purchase supplies from another supplier. Any extra cost arising from this new order shall be borne by the defaulting Supplier. As an exception to the above provisions of this Subclause, MCC shall be entitled to proceed forthwith, without any requirement for notice, with the order and purchase of Supplies from an alternative supplier in respect of the whole Order where the delivery term for anyone of the series deliveries is not respected. The Supplier shall remain liable for all extra costs.

6. Receipt

6.1. Unless otherwise stipulated on the Order Form, receipt shall always be made on MCC premises, on working days during normal business hours. No delivery will be accepted outside these hours. MCC reserves the right to carry out or have carried out any and all inspections of the Supplies at the Supplier's premises before the delivery, as well as at MCC's premises after delivery. This right to inspect shall not however limit the liability of the Supplier or reduce in any manner whatsoever the warranties attached to the Supplies as further set out hereunder.

6.2. In particular, MCC reserves the right to refuse the Supplies by issuing a simple letter, email or facsimile in the following instances:

- non conformity of the Supplies as specified on the Order Form,
- non compliance with the specified dates and delivery hours,
- excess or shortfall of Supplies delivered.

- where the nature of the Supplies delivered could pose a serious risk of or lead to a faulty breach, MCC will be entitled to receive a credit note in respect of every instance of rejected Supplies.

6.3. All non-conforming Supplies may be returned to the Supplier at its own risk and expense. The Supplier shall recover the rejected Supplies at its own expense within 4 days from notification of the refusal of the delivery. Failing that the return of the goods will be made to the address of the Supplier at the latter's expense and risk. MCC will be entitled to receive a debit note in respect of every instance of rejected Supplies.

The Supplier shall be liable for all costs incurred by MCC as a result of the non-compliance of the Supplies. MCC has the right to issue an invoice in relation to all costs it should incur. In addition, in the event of nonconforming delivery, MCC shall be entitled to terminate the Order in accordance with Clause 12 of the present GTC and acquire supplies from an alternative supplier. Any extra costs arising from this subsequent order shall be borne by the defaulting Supplier. Furthermore, in cases of series deliveries and contrary to the provisions set out above, MCC will be entitled to proceed without notice, with the order and purchase of supplies, in relation to the entire Order, from an alternate supplier where the delivery term for any one of the series deliveries is not respected.

7. Warranty Liability and Insurance

7.1. The Supplier shall be fully responsible for the design and/or the manufacture of the Supplies according to the specifications set out in the Order in line with the Supplier's field of expertise. The Supplier shall be responsible for the technical choices with respect to its Supplies, regardless of any assistance provided by MCC throughout the development, notwithstanding that the Product may have been approved by MCC during the initial review of samples.

7.2. The Supplier warrants that its Supplies are free from any defects or operating defects, apparent or latent, in design, material or workmanship, and that it will indemnify MCC against all direct and indirect damages arising from any such defects up to and for the duration of MCC's obligations to the purchaser of its own products in which the Supplies may have been integrated.

7.3. MCC expressly rejects any clause purporting to limit the Supplier's responsibility that such Supplier may attempt to enforce against it.

7.4. At the end of the above-mentioned contractual warranty period, the Supplier shall remain liable for all consequences, either direct or indirect, arising from latent defects which may affect the Supplies. All clauses which seek to reduce the effect of the legal warranty are void. If MCC or any of its customers decides to recall the Supplies or a product incorporating the Supplies due in whole or in part, to the fault of the Supplier or the Supplies, the Supplier shall be liable to MCC for all damages suffered by MCC relative to their liability for such recall.

7.5. The Supplier shall take out an insurance policy covering its civil liability and undertakes to provide evidence of such insurance and the payment of the related premiums upon first request by MCC.

8. Transfer of Risk and Title

8.1. Regardless of the method of carriage, transfer of all risk concerning the Supplies and including risk of liability resulting from delivery of the Supplies shall not be transferred until final receipt at the location indicated on the Order Form.

8.2. MCC is the owner of the Supplies ordered from the moment of their separation from all other goods on the Supplier's premises who undertakes to protect the interests of MCC at all times thereafter.

8.3. MCC rejects all clauses purporting to grant a retention of title either directly or indirectly over the Supplies by which the transfer of title would only be effective on payment of the whole price. The Supplier hereby agrees to waive all rights which it may have intended to rely on in relation to such retention of title clause.

8.4. In cases of deferred payment where raw materials or unfinished goods are to be provided by the Supplier, the same will become, without further formality, the property of MCC upon payment of the related instalment. Whilst the Supplies are under its control, the Supplier undertakes to separate out the said raw materials or unfinished goods and to make every effort to distinguish the Supplies, in particular, by labelling them with the name "MCC".

8.5. In case of equipment or machinery manufactured by the Supplier on behalf of MCC, such equipment, as well as all intellectual and industrial property rights relating thereto, will become the property of MCC as and when they are manufactured and cannot be subject to any retention by the Supplier, purported or otherwise, nor of any seizure by a creditor of the Supplier. The Supplier undertakes to make every effort to identify such equipment or machinery, whilst these should remain in its possession, in particular by affixing an appropriate metallic tag or "coldroll" marking bearing the following: "*Goods the property of Mobile Climate control*".

8.6. Where MCC has entrusted any equipment or machinery to the Supplier to enable them to carry out the Order:

- the equipment or machinery are and will remain the exclusive property of MCC who may at any time seek their return;
- the equipment or machinery may only be used exclusively for the performance of MCC's own Orders, - the Supplier shall be responsible for the maintenance and any such adjustment as may be necessary to ensure the proper functioning of the equipment or machinery; and - except where express agreement to the contrary, the Supplier shall assume all risks in relation to the equipment and/or the machinery as well as all risks which flow from their use. The Supplier will insure the equipment and machinery against all damage that they may cause or that may occur to them (including theft) for an amount that is at least equal to their replacement value together with all consequential loss, in particular, any damages that they might cause to third parties.

9 - Price Invoices and Conditions for Payment

9.1. All invoices shall state the MCC Order number on the face thereof and shall be drafted in strict accordance with the indications stated on the Order.

9.2. Unless otherwise agreed on the Order, all prices are fixed, stated "ex-VAT", cannot be revised and Supplies are "Delivered Duty Paid" DDP to MCC premises (Incoterms ICC 2000).

9.3. All invoices shall be sent to the invoice address set out on the Order.

9.4. Subject to contrary indication set out on the Order Form, all purchases by MCC are payable by bill of exchange after a 60 day period shall have expired from the date of the invoice of the Supplies.

9.5. MCC reserves the right to withhold payment of the invoices to the Supplier until all sums owed by the Supplier for whatever reason have been settled and MCC expressly denies the Supplier the right to apply any penalty charges for late payment.

9.6. The issue of a remittance form does not imply the acceptance of the Supplies nor does it act as a receipt for the Supplies nor as a waiver of the warranty.

10- Industrial and Intellectual Property Rights

10.1. Subject to evidence of contrary intention, all information and documents (drawings, plans,..) which have been given to the Supplier or which the Supplier may have produced on behalf of MCC are and will remain the exclusive property of MCC who, in particular, reserves the right to assign the same to a third party without any right of damages accruing to the Supplier. The Supplier undertakes to use the same exclusively in the performance of MCC Orders.

10.2. Where any equipment or machinery has been designed during the performance of the Orders and which gives rise to any industrial and/or intellectual property rights on behalf of the Supplier and should the Supplier fail to perform the Order, the latter will expressly authorize and grant all rights to MCC to complete or to arrange for the completion of the equipment or machinery and to produce or arrange for the production of those parts which such equipment or machinery were designed to produce. The Supplier also undertakes to communicate the plans allowing the manufacture of such machinery and equipment to MCC together with all other information necessary for their maintenance and use.

10.3. The Supplier will be wholly responsible for confirming the validity of any industrial or intellectual property rights in relation to the manufacture and the sale of its Supplies. Where any proceedings may be instigated by third parties which have the effect of prohibiting, limiting or modifying the commercialization or the sale of such Supplies, the Supplier will be wholly liable for all consequences of such proceedings including, though not limited to, the payment of damages. Furthermore the Supplier shall owe compensation to MCC in respect of the whole prejudice suffered as a result of the failure to perform the transaction whether in whole or in part. Such compensation will include damages and interests which MCC may have been obliged to pay to its clients in order to fulfil MCC's own obligations. MCC reserves the right, in all instances of proceedings instigated against it, to terminate the transaction simply by issue of a registered letter with acknowledgement of receipt subject to the preservation of all rights and claims it may have in relation to the Supplier.

11. Confidentiality

The Supplier undertakes to treat as confidential all information supplied by HL and shall take all necessary measures to ensure that neither the Supplier, nor any of its employees, agents, suppliers, subcontractors, or other interested party whether involved on a permanent or temporary basis, shall communicate or divulge to any third party any information, in particular specifications, formulae, designs and drawings concerning MCC's Orders. This requirement of confidentiality shall be maintained for a period of five (5) years from the date of completion of the performance of the Order. Immediately upon completion of the Order and upon MCC's request, the Supplier undertakes to return to MCC, or alternatively to destroy as instructed, all documents, confidential or otherwise, relating thereto. The Supplier is prohibited from making public any details in relation to its business dealings with MCC except where the latter has given its prior written authorization.

12. Termination

In the event of failure by the Supplier to perform any of its contractual obligations whatsoever, the Order shall automatically be cancelled as of right at the discretion of MCC without any further formality and without prejudice to its rights to claim damages, where MCC has served notice for performance by registered post with acknowledgement of receipt and where after eight (8) days of service thereof the Supplier has failed to rectify the situation in whole or in part.

13. Applicable Law and Jurisdiction

Swedish law shall be exclusively applicable to the interpretation and performance of these GTC. It is expressly agreed that the Stockholm Chamber of Commerce (SCC Institute) should have exclusive jurisdiction in relation to all disputes concerning the existence, interpretation and/or performance of the Orders notwithstanding any contrary provisions relied on by the Supplier. Where there is any dispute between the English and other language versions of these GTC, the English language version shall prevail. The arbitration procedure will take place in Stockholm, Sweden.

14. Void Terms

All provisions set out herein are independently enforceable. In the event that one of the provisions contained in these GTC should be declared void, all other provisions shall remain fully effective and enforceable.

15. Applicability

The present GTC will apply prospectively as of June 01, 2011