

Kalmar Purchasing General Conditions

Edition May 2024



These Kalmar Purchasing General Conditions shall apply to the purchases made by Kalmar to the extent that they are not contrary to stipulations which are either included in the order of Kalmar or otherwise expressly confirmed by Kalmar in writing.

1. Definitions

“**Kalmar**” means the Kalmar unit entering into the Purchase Agreement.

“**Supplier**” means the company supplying the Product to Kalmar.

“**Purchase Agreement**” means the written agreement, if any, entered into between the Parties, or the respective purchase order to which these Kalmar Purchasing General Conditions are attached.

“**Purchase Price**” means the total price of the Product(s) as specified in the Purchase Agreement, and any changes to it.

“**Product(s)**” means the item supplied or the work or service performed by the Supplier to Kalmar including but not limited to drawings and attached documents.

“**Party**” means the Supplier or Kalmar.

“**Parties**” means the Supplier and Kalmar together.

“**Third Party**” means a party which is not the Supplier or belonging to Kalmar group of companies.

2. Technical Documents

2.1 All technical documents, instructions for safety, use and maintenance, spare parts manual, certificates and drawings related to the Product shall be included in the Purchase Price and shall be issued and supplied to Kalmar before the delivery of the Product. Kalmar has the right to use and copy these materials for any proper purpose and to place such documents or copies thereof at the disposal of the subcontractors concerned, Kalmar’s customer, classification societies and other inspection authorities, insurance companies, as well as companies which may be called upon to carry out maintenance or repairs to the Products. Kalmar also has the right to include or use such technical material when compiling instructions or manuals necessary for finalising Kalmar’s product or for the use of the end products.

2.2 All drawings and technical documents relating to the Product or its manufacture, submitted by one Party to the other, shall remain the property of the submitting Party. Such documentation may not, without the consent of the submitting Party, or except as stated herein be used or copied, reproduced, transmitted or communicated to a Third Party.

3. Confidentiality

3.1 All information, technical documentation, know-how and equipment including electronically stored data and geometries as well as non-written and orally expressed information, to which a Party has obtained or will obtain access through the Parties’ business relationship and possible future co-operations, including any process investigating of possibilities of such cooperation, shall for the duration of the Purchase Agreement, and for ten (10) years thereafter, be treated as confidential and may not be used for any other purpose than for the deliveries to Kalmar. Copying or reproduction of such confidential information is permitted only within the framework of fulfillment of a Party’s obligations and with regard to the copyright laws and regulations.

3.2 The Supplier shall at Kalmar’s request either return or destroy all confidential information of Kalmar, including copies thereof. The provisions in this section do not limit Kalmar’s rights according to section 2 above.

4. Modifications

4.1 The Supplier shall not introduce any modifications to the design, manufacture or workmanship of the Product as set out in the Purchase Agreement and relevant related documents without the written permission of Kalmar.

4.2 Kalmar shall have the right to stipulate reasonable modifications regarding the extent of the Purchase Agreement as well as the design, manufacture or workmanship of the Product. Justifiable adjustments to the Purchase Price and delivery time arising therefrom may be requested by either Party.

4.3 No claim for compensation for increased costs or for changed delivery time or other modification to the terms and conditions of the Purchase Agreement shall be made by the Supplier unless the modification is confirmed in writing by Kalmar.

4.4 The liability of the Supplier shall also extend to modifications requested by Kalmar. Should Kalmar, against the Supplier’s express advice to the contrary, insist on any particular material or any particular design, the Supplier shall have the right, before effecting the modifications, to disclaim in writing any responsibility for the consequences thereof.

5. Delivery

5.1 Agreed trade terms shall be construed in accordance with INCOTERMS 2020. If no trade terms are specifically agreed, the delivery clause shall be FCA Supplier’s facility.

5.2 The method of planning of deliveries differs between the different Kalmar units, see Purchase Agreement for details. Unless otherwise agreed, planned volumes shall be regarded as forecasts only and shall not be binding on Kalmar. However, the Supplier shall maintain sufficient production and delivery capacity to ensure that deliveries can be made in accordance with forecasted volumes in the delivery plans.

5.3 If the Supplier delivers a quantity either in excess of Kalmar’s order or prematurely, Kalmar shall not be responsible for taking delivery or storing or maintaining such Product and shall further be entitled to return any such excess or prematurely delivered quantity to the Supplier at the Supplier’s expense or receive compensation for storage costs.

5.4 Kalmar is not obliged to inspect the Product at the time of delivery but only when it will be used in Kalmar’s production and then only by taking samples at random and without having to dismantle the product or make similar extraordinary inspections.

5.5 Kalmar shall have once a contract year a possibility to return its overstock of Products and spare parts at purchase price paid by Kalmar, provided that such Products are resalable to a third party. Kalmar shall be responsible for the freight cost in such returns.

6. Transfer of Title

6.1 Title to the Product, all work done and all materials intended for the completion of the Purchase Agreement shall pass to Kalmar at the time of: (a) delivery, or (b) payment of the first installment of the Purchase Price, whichever occurs first.

7. Delayed Deliveries

7.1 If the Supplier has reason to assume that he will not be able to meet the delivery time as agreed in the Purchase Agreement, he shall immediately notify Kalmar thereof in writing, stating the cause and estimated duration of the delay. The Supplier shall use its best endeavors to reduce the time of delay. Kalmar shall be entitled to demand the Supplier to arrange on Supplier’s cost an express transportation to limit as far as possible the effects of the late delivery.

7.2 If the agreed delivery time for the Product, or for the documents pertaining thereto, is exceeded and if the Supplier cannot prove that the delay is directly attributable to any circumstances which according to section 19 are to be considered Force Majeure, Kalmar shall be entitled to compensation, as liquidated damages amounting to 1% of the total purchase price for the Product ordered under the purchase order per each calendar day by which the delivery date is exceeded. The liquidated damages shall be maximum 20% the total purchase price for the Product ordered under the relevant purchase order. The above mentioned liquidated damages shall not in any way limit or exclude Kalmar’s right to full compensation of damages, or any other rights according to the Purchase Agreement or applicable law.

7.3 In addition to any other right Kalmar has according to the Purchase Agreement, Kalmar is entitled to (i) completely or partly terminate the purchase of the Product and of other Products which Kalmar does not consider having any use of due to the late delivery, and (ii) make substitute purchases from other suppliers. The Supplier shall compensate Kalmar’s direct and indirect losses, costs and damages arising out of or relating to the late delivery.

8. Purchase Price and Terms of Payment

8.1 The Purchase Price shall be fixed and shall include packing, packing material, service fees and all costs due to invoicing.

8.2 Payments shall be made within the agreed terms of payment calculated from the receipt of the invoice by the addressee stated on the order, but not earlier than the day on which the Product has arrived physically at the agreed address, and shall also be made in accordance with the other conditions that the Parties have agreed upon in writing. The term of payment shall, in the absence of any other agreement, be minimum ninety (90) days. Payment within this time is subject to conditions that the invoice is correctly addressed and contains all information necessary to Kalmar.

8.3 The Supplier shall follow “Kalmar Suppliers’ Instructions” found online at Kalmar Supplier portal (www.kalmarglobal.com/about-us/suppliers/). If the invoices do not meet the stated requirements, they may be returned to the Supplier, which may cause delays in payments and Kalmar is not responsible for such payment delays.

8.4 When the Purchase Agreement includes the supply of technical documents, the calculation of time of payment shall not commence until the documents have been received and accepted.

8.5 Payment, assembly or usage of the Product does not imply any acceptance of the delivery or of the invoiced amount.

8.6 To the extent permitted by applicable law, and in addition to any other remedy which Kalmar may have, any Kalmar unit may deduct from or set off against the Purchase Price any compensation, damages, indemnity or any other sum payable by the Supplier to any other Kalmar unit. This shall be regardless of the place of payment or currency of either obligation. If any obligation is unliquidated, unascertained or disputed by amount, Kalmar may set off the undisputed amount or amount estimated by it in good faith to be the amount of the obligation.

8.7 Whenever Kalmar is entitled to a set-off, Kalmar can make a declaration to the Supplier that his claim/s will be set off against Kalmar’s counterclaim/s which results in the exhaustion of the Parties’ obligations up to the amount they are equal in value.

9. Packing, Marking and Storage

9.1 The Supplier shall be responsible for appropriate packing, marking and storing of the Product according to the instructions of Kalmar.

9.2 The Product shall be delivered as packed in the most appropriate manner with regard to the means of transportation to be used and the nature of the Products. The packaging shall protect the Product against dirt and all kinds of damage and corrosion, taking into account the duration of the transportation, all possible transfers from one means of transportation to another and the length of storage time. The packaging shall be suitable for the Product to be handled either manually or mechanically.

9.3 If the Supplier deems Kalmar’s instructions unfit for the Products, or is unwilling to act in accordance with the instructions for any other reason, the Supplier shall notify Kalmar thereof and Kalmar shall decide on the procedure. If notification is omitted and the packing is not in conformance with the packing instructions of Kalmar, Kalmar shall be entitled to charge the Supplier for any extra handling costs incurred and if the Products are damaged due to unfit packing, the Supplier shall immediately upon the request of Kalmar deliver substitute Products at the Supplier’s expense or Kalmar can make substitute purchases from other suppliers at the Supplier’s expense.

Kalmar Purchasing General Conditions

Edition May 2024



9.4 Kalmar is entitled to determine the packing sizes when ordering the Product.

9.5 In case the Product is delivered by the Supplier directly to Kalmar's customer, then the Supplier shall not, without Kalmar's permission, place any delivery note, specification or sales or marketing material in packages of the Product.

10. Testing

10.1 In order to ensure that Kalmar is given the opportunity to reassure that a Product is free from defects, the Supplier shall, prior to delivery of new or changed Product, manufacture and perform quality control of samples in accordance with Kalmar's from time to time valid requirements relating to testing.

10.2 Once a sample has been approved, alteration of the function, appearance, characteristics, material, production method, place of manufacture, tooling or other equipment, which may affect the Product, may be done only after written approval by Kalmar. Delivery may thereafter be made only after renewed approval of an altered sample.

10.3 Kalmar's approval of samples or drawings or supervision of design work or manufacture shall not affect the Supplier's liabilities or obligations in accordance with the Purchase Agreement or in any way limit Kalmar's right to present claims.

11. Purchase Inspection and Quality

11.1 Kalmar or Kalmar's representative or customer shall be entitled to perform inspections related to quality control and/or manufacture of the Product at the Supplier's production plant at times desired by Kalmar both during manufacture of the Product and after completion thereof. For this purpose the Supplier shall make available to Kalmar all documents in his possession relating to manufacture and manufacturing processes and shall place at the disposal of Kalmar free of charge any necessary equipment and premises. Furthermore the Supplier ensures that Kalmar has the possibility to perform such inspections also at the production plants of the Supplier's sub-suppliers.

11.2 The inspections and tests performed by Kalmar shall in no respect decrease the Supplier's obligations and responsibilities stipulated in the Purchase Agreement and do not in any way limit Kalmar's right to present claims.

12. Supplier's Subcontractors

12.1 The Supplier shall inform Kalmar of any change in Supplier's subcontractors. The Supplier shall be responsible for its subcontractors' performance and shall ensure that the terms and conditions used with its subcontractors shall be in all material respects consistent with these Kalmar Purchasing General Conditions and the Purchase Agreement. Approval of any Supplier's subcontractors creates no contractual relationship between such subcontractor and Kalmar.

13. Warranty

13.1 The Supplier warrants that the Products supplied are free from defects. A Product shall be considered defective if it (i) in any respect deviates from the technical specification, (ii) does not possess the characteristics that the Supplier has referred through samples, prototypes or in marketing, (iii) is not as safe as Kalmar could reasonably have expected, (iv) is not fit for the particular purpose for which Kalmar intended it to be used, or (v) otherwise deviates from what Kalmar reasonably could have expected.

13.2 The warranty period is 24 months from the date on which the end product has been taken into use, but shall not exceed 36 months from the date on which the Product has been delivered to Kalmar. Claims shall be presented no later than 6 months after the end of the warranty period.

13.3 If any repair under the warranty period is made after Kalmar's customer has put the Product in use, the warranty period in respect of repaired or replaced Product shall be extended by 12 months from the date when the repair or replacement work was approved by Kalmar's customer.

13.4 The above-stated time limits shall, however, not apply, should there be a risk of personal injury or damage to property other than the defective part, or of a repetitive defect.

13.5 It is implied in the warranty that the faults and defects found under the warranty period existed already when the Products were delivered to the Kalmar. The warranty under the Purchase Agreement shall be in addition to and not in limitation of all other warranties, guarantees, remedies or indemnities required and/or arising pursuant to applicable law.

14. Liability for Defects or Shortcomings

14.1 As Kalmar's international operations in the cargo handling business demand all due promptness and reliability, it is understood that the Supplier appreciates and accepts the fact that time and quality are of the essence. The Supplier shall use his best efforts to fulfill his obligations in respect of the quality, quantity and delivery time of the Product.

14.2 In the event that a Product is defective or a delivery does not contain the agreed quantity, Kalmar shall be entitled to (i) demand immediate rectification, or (ii) demand immediate delivery of substitute Product(s).

14.3 If a defective Product cannot be repaired or replaced without delay or if there is a risk of production disturbances at Kalmar or delivery disturbance from Kalmar, Kalmar shall be entitled, without obtaining the Supplier's consent and at the Supplier's expense, to make the necessary repair work or completely or partly annul the purchase of the Product and other such Products that Kalmar does not consider having any use of due to the defect or shortcoming, and also to undertake substitute purchases from another supplier.

14.4 The Supplier shall compensate Kalmar for any loss or damage, direct as well as indirect, arising out of or relating to any breach of the Purchase Agreement, including but not limited to costs for assembly and disassembly, detection and analysis, scrapping and transportation.

14.5 If Kalmar due to a delivery of a defective Product considers it necessary to inspect all Products of the same kind delivered by the Supplier, Kalmar is entitled, after giving the Supplier notice thereof, to make such inspection at the Supplier's expense and without awaiting the Supplier's approval. The notice shall describe the nature of the defect as well as the time and place of the inspection. If possible, the Supplier shall be present at the inspection.

15. Indemnity

15.1 Except to the extent the Product has been designed or specified by Kalmar, the Supplier shall assume liability for the Product being in compliance with the requirements of valid laws, statutes and regulations.

15.2 The Supplier shall indemnify and hold Kalmar harmless against any losses and claims for injuries or damage to any person or property which may arise out of or in consequence of the performance of the Purchase Agreement by the Supplier and against all claims, demands, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto, provided always that the Supplier's liability to indemnify Kalmar as aforesaid shall be reduced proportionately to the extent that an act or omission of Kalmar, its employees or representatives has contributed to the said loss, injury or damage.

15.3 If there is a risk of an end-product causing personal injury or property damage due to defects in the supplied Product, Kalmar has the right to decide on the recall of the end-product, and if Kalmar thus decides the Supplier shall compensate Kalmar for its costs in conjunction with such recall.

16. Product Liability Insurance

16.1 The Supplier shall enter into and maintain on a continuous basis a global product liability insurance (or a general liability insurance which includes global coverage for product liability) with an insured amount of not less than one million (1,000,000) Euro per event and, which shall be valid as long as claims can be made against Kalmar under applicable laws or regulations. The Supplier shall at Kalmar's request also supply Kalmar with a copy of the insurance certificate. The Supplier shall not terminate such insurance without prior written consent of Kalmar.

17. Tooling

17.1 If Kalmar supplies tools or equipment for the manufacturing of the Product or if the Supplier acquires such tools or equipment at the specific request of Kalmar such tools and equipment shall be the property of Kalmar.

17.2 The Supplier shall at his own cost undertake to maintain tools and equipment in such a way that the Product specifications are complied with. The Supplier reassures that all tools that are the property of Kalmar will at all times be marked as specified by Kalmar and will maintain sufficient documentation as to verify that these are the property of Kalmar. The Supplier will also undertake to inform Kalmar in due time in the event that renewal will be needed.

17.3 The Supplier shall at all times carry sufficient insurance to cover any damage to the tools and equipment.

17.4 The procedure with use and return of the tools and equipment shall correspond to what is mentioned above under sections 2 and 3 for drawings and documents.

18. Liens

18.1 The Supplier shall ensure that title to the Products shall be free and clear of any and all liens. The Supplier agrees that it will be exclusively responsible for and indemnify and hold Kalmar harmless from any such lien as well as all claims for non-payment by the Supplier to its suppliers and subcontractors.

19. Force Majeure

19.1 The following circumstances, as examples, but not limited to, shall constitute an event of Force Majeure, provided that they arise subsequent to the entering into the Purchase Agreement and could not have reasonably been anticipated by the Party at the time of concluding the Purchase Agreement: nationwide industrial disputes and any other circumstances beyond the control of the Parties such as fire, war, general mobilisation, seizure, currency restrictions, insurrection, riot and acts of God. Force Majeure does not include occurrences or disruptions that make the performance under the Purchase Agreement merely commercially impracticable.

19.2 In the case of Force Majeure the contractual obligations of the Parties shall be suspended. The Party wishing to claim relief shall notify the other Party in writing as soon as the intervention and the cessation of such circumstance takes place. The Supplier shall notify Kalmar when the delivery can be expected. The Party claiming Force Majeure shall use all reasonable means available to prevent and reduce the effects resulting from Force Majeure.

19.3 An impediment suffered by a subcontractor or sub-supplier of a Party and constituting Force Majeure hereunder shall discharge the affected Party from liability only if subcontracting from another source is not possible without unreasonable costs or significant loss of time. In the event that the Supplier should be discharged from any liability by virtue of Force Majeure, then Kalmar shall be equally discharged from any corresponding liability for the duration of the Supplier's discharge, including without limitation any payment obligations.

20. Termination of the Purchase Agreement

20.1 Kalmar may terminate the Purchase Agreement with immediate effect if (i) the Supplier's performance of the Purchase Agreement is impeded for more than 1 month by reason of Force Majeure, or (ii) the Supplier has committed a material breach of the Purchase Agreement. In addition to the above, a Party is entitled to terminate the Purchase Agreement with immediate effect if (i) the other Party enters into composition negotiation, is declared bankrupt, goes into liquidation or for any other reason can be assumed to have become insolvent or not able to

Kalmar Purchasing General Conditions

Edition May 2024



fulfil his obligations stipulated in the Purchase Agreement; or (ii) the other Party is acquired by a competitor of the first Party.

20.2 Termination according to this provision shall be done without unreasonable delay after such circumstance becomes known to the Party or should have become known to the Party.

20.3 Termination shall be made in writing. The Supplier undertakes to inform Kalmar of any change in its ownership and will irrespective of grounds for termination continue deliveries to Kalmar to the extent necessary, however minimum 6 months from date of termination, at prices and other conditions valid before that date.

20.4 Kalmar shall have the right at any time by written notice to the Supplier to terminate the purchase order, including any committed forecasts, and to require the Supplier to cease work thereunder, if Kalmar's customer has terminated the respective order between Kalmar and its customer or in case of a sudden or dramatic change in market demand.

20.5 In the event of termination under subsection 20.4, and provided always that the Supplier is not in default, the Supplier shall be entitled to payment pursuant to the terms of the Purchase Agreement for all direct costs it has accrued for the Products delivered and work performed until the date of the termination. It is a precondition to any payments hereunder that the Supplier verifies all costs and expenses by sufficient documentation. The Parties acknowledge that the Supplier shall not be entitled to profit on any part of the terminated work, unless delivered to Kalmar and approved for payment before the date of termination. Kalmar shall not be responsible for costs relating to Products that are resalable to a third party.

20.6 The Parties shall have no liability because of termination other than in accordance with the provisions above.

21. Assignment of the Purchase Agreement

21.1 A Party may not assign the rights or obligations under the Purchase Agreement to any Third Party without the other Party's written consent. If an essential change takes place in the Supplier's ownership, it shall immediately be reported to Kalmar and the Supplier must assure that the Purchase Agreement will be upheld. Kalmar may, however, without the Supplier's consent assign the Purchase Agreement to any other company within Kalmar.

22. Limitation of Liability

22.1 In no event, to the extent permitted by law, shall Kalmar be liable to the Supplier or any third party for any consequential or indirect loss or damage or for any damage to persons or property, loss of profit or loss of use whether or not Kalmar has been advised of the possibility of such loss or damage.

23. Compliance

23.1 People and Society. The Supplier shall respect human rights in its operation and supply chain. The Supplier represents and warrants that neither it nor its parent or affiliated entities or subcontractors are engaged in any practice inconsistent with the rights set forth in the ILO Labour Standards, which, inter alia, require that the Supplier shall take all appropriate measures to prevent modern slavery, child labour or exploitative labour practices by its employees or any other person engaged by the Supplier to perform any services under the Purchase Agreement. The Supplier shall follow all applicable health and safety regulations. The Supplier shall comply with applicable conflict minerals regulation and cooperate fully with Kalmar in investigating the source of any tantalum, tin, tungsten or gold or other minerals in the products it supplies to Kalmar.

23.2 Environment. The Supplier agrees to operate in an environmentally conscious manner and comply with all environmental laws and regulations (including without limitation the REACH regulation, EPA restrictions) which are appropriate and applicable to the operation and location(s) where the Purchase Agreement is being performed. In case any products supplied to Kalmar under the Purchase Agreement contain regulated substances (REACH, RoHS, EPA), the Supplier agrees to share up-to-date and correct information via BOMcheck platform in a timely manner.

23.3 Governance. The Supplier shall comply with all applicable laws and regulations pertaining to money-laundering, embargoes and/or sanction requirements, bribery, corruption and anti-terrorism, including but not limited to the principles contained in the applicable export control and sanctions regulations as well as the US Foreign Corrupt Practices Act and the UK Bribery Act. The Supplier agrees that, at all times in connection with and throughout the course of the Purchase Agreement, it shall not give or accept any undue pecuniary or other advantage of any kind to the extent that doing so would be in violation of the anti-bribery laws of any relevant jurisdiction. All payments under the Purchase Agreement shall be made by check or wire transfer.

23.4 The Supplier confirms that it is aware of and shall comply with Kalmar's Business Partner Code of Conduct as found online at Kalmar Supplier portal (<https://www.kalmarglobal.com/sustainability/governance/>) and principles of social responsibility as made publicly available by Kalmar from time to time.

24. Spare Parts

24.1 The Supplier shall pursuant to the conditions in the Purchase Agreement guarantee the flexible supply of spare parts for the Product at commercially moderate prices for a period of 15 years after Kalmar's purchases for serial production from the Supplier have ceased.

25. Intellectual Property Rights

25.1 Any technology, including specifications, designs or tools provided by Kalmar, is the property of Kalmar and may not be used for other purposes than to fulfill the obligations in the Purchase Agreement. In particular the Supplier shall not produce the Product for himself or sell to Third Parties if the Product is manufactured wholly or partly in accordance with technical specifications or other technology, designs knowhow or tools provided by Kalmar.

25.2 The title and all intellectual property rights in and to the Products, inventions or know-how developed together by the Parties, or by the Supplier on Kalmar's request, shall vest in and be the sole and exclusive property of Kalmar.

25.3 The Supplier shall assume liability for, indemnify and hold Kalmar, Kalmar's affiliates and customers harmless from all claims, expenses and proceedings related to infringements of patents or other intellectual property rights in relation to the Product and the use thereof, unless the claimed infringements relate solely to technical specifications provided by Kalmar. The Supplier's responsibility and liability to hold Kalmar, Kalmar's affiliates and customers harmless continues even after the Purchase Agreement has terminated as long as claims may be presented by a Third Party against Kalmar, Kalmar's affiliates or customers.

25.4 In order to protect Kalmar's knowhow and confidential information, the Supplier shall not allow representatives of Kalmar's competitors to enter those Supplier's premises where Products that include Kalmar's technology or knowhow are developed or manufactured and the Supplier shall inform Kalmar in case it develops or supplies equivalent, similar or competing products to any Kalmar's competitor.

26. Offset Cooperation

26.1 The Supplier acknowledges that Kalmar, in various international markets, has to accept offset and/or countertrade obligations under which Kalmar may be required to offer some level of industrial benefit back to Kalmar's customer which may be directly or indirectly to the end user. The Supplier agrees and commits that on a case by case basis and to the best endeavors of the Supplier, that the Supplier will where requested by Kalmar, in a mutually acceptable manner and to a mutually acceptable value, proactively support Kalmar in its activities to discharge its offset or countertrade obligations.

27. Order of Priority of Purchase Agreement Documents

27.1 The Purchase Agreement may comprise the following documents: (i) Purchase Agreement, (ii) Kalmar's order, (iii) Kalmar Purchasing General Conditions, (iv) Supplier's order confirmation and (v) Supplier's offer.

27.2 In case of discrepancies between the above detailed documents, the Purchase Agreement shall prevail and thereafter the rest of the documents according to the order above.

28. No Waivers

28.1 Any failure of either Party to enforce, at any time or for any period of time, any of the provisions of the Purchase Agreement shall not be construed as a waiver of such provisions or of the right of the Party thereafter to enforce each any every such provision.

29. Provisions Severable

29.1 In case any provision or any part of a provision of the Purchase Agreement is held invalid or unenforceable, the validity of the remaining provisions of the Purchase Agreement shall not be affected thereby and each remaining provision or part thereof will be valid and enforceable to the full extent permitted by law.

30. Entire Agreement

30.1 None of the Parties shall be bound by any definition, condition, representation, warranty or covenant other than expressly stated in the Purchase Agreement or its annexes or as otherwise agreed by the Parties in writing.

31. Applicable Law

31.1 The Purchase Agreement, including all contract documents and exhibits, schedules, attachments, and appendices and all matters arising out of or relating to the Purchase Agreement, are governed by, and construed in accordance with, (i) the laws of the state of Kansas, United States of America, if Kalmar is an entity organized in the United States, or (ii) the laws of the People's Republic of China if Kalmar is an entity organized in the People's Republic of China, or (iii) the laws of Finland if Kalmar is an entity organized outside of the United States and the People's Republic of China; in each case, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

32. Disputes

32.1 If each Party is an entity organized in the United States, each Party irrevocably and unconditionally (i) agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to the Purchase Agreement in any forum other than, and (ii) submits to the exclusive jurisdiction of, the United State District Court in the District of Kansas or, if such court does not have subject matter jurisdiction, the courts of the state of Kansas sitting in Franklin County, and any appellate court from any thereof. Each Party agrees that a final judgement in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgement or in any other manner provided by law. Each Party acknowledges and agrees that any controversy that may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Purchase Agreement or the transactions contemplated hereby.

32.2 If Kalmar is an entity organized in the United States and the Supplier is an entity organized outside of the United States, all disputes arising out of or in connection with the present Purchase Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules, provided that Kalmar shall be entitled to seek such injunctions and/or orders for specific performance as may be necessary to enforce confidentiality or IPR. Arbitration

Kalmar Purchasing General Conditions

Edition May 2024



shall be confidential and conducted in the English language, and the seat of arbitration shall be Wilmington, Delaware.

32.3 If Kalmar is an entity organized in the People's Republic of China, all disputes, controversies and claims arising out of or relating to the Purchase Agreement shall be submitted to Pudong New Area People's Court of Shanghai.

32.4 If Kalmar is an entity organized outside of the United States and the People's Republic of China, all disputes arising out of or in connection with the present Purchase Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules, provided that Kalmar shall be entitled to seek such injunctions and/or orders for specific performance as may be necessary to enforce confidentiality or IPR. Arbitration shall be confidential and conducted in the English language, and the seat of arbitration shall be Helsinki, Finland.