

Shiloh Industries

GENERAL PURCHASING CONDITIONS Edition 2009/5 (GPC)

A. GENERAL

1. Definitions
2. Order of precedence

B. ORDER, DELIVERY ETC.

3. Supply of parts
4. Orders
5. Delivery schedule
6. Delivery and shipping requirements
7. Ownership

C. PRICE AND TERMS OF PAYMENT

8. Price
9. Payment
10. Set-off

D. PERFORMANCE

11. Supplier's quality system and production
12. Testing
13. Subcontracting
14. Work on Shiloh Industries premises
15. Technical modifications
16. Compliance with laws
17. Export controls and origin
18. EDI (Electronic Data Interchange)
19. Warranty

E. LIABILITY FOR DEFECTS AND SHORTCOMINGS

20. Defects and shortcomings
21. Delayed deliveries
22. Product liability and insurance
23. Limitation of liability

F. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

24. Intellectual property rights
25. Type bound tooling

G. OTHER TERMS

26. Communication
27. Provision of spare parts
28. Compensation for cancelled purchases
29. Confidentiality
30. Waiver
31. Severability
32. Transfer and assignment of agreement
33. Premature termination
34. Amendments and additions

H. APPLICABLE LAW AND DISPUTES

35. Applicable law
36. Disputes



A. GENERAL

1. Definitions

In the GPC and related documents, the following definitions shall have the meaning set out below.

"Shiloh Industries" shall mean Shiloh Industries or any of its subsidiaries respectively. Any company of the Shiloh Industries group shall have the right to buy the Parts from the Supplier on the terms agreed in this GPC and related documents.

"Confidential Information" shall mean any information that is not public and that belongs to a party, any company belonging to the same group as a party or a third party in relation to which any of the parties has an obligation to treat information as confidential.

"Defective Part" shall mean a Part which in accordance with Article 19.1 shall be considered defective.

"Frame Purchase Agreement" shall mean a long term Purchase Agreement between Shiloh Industries and the Supplier for the supply of Parts, and all documents referred to therein.

"Purchase Order" shall mean an order from Shiloh Industries submitted to the Supplier for its supply of Parts, regardless if the order is named "Quantity Order", "Open Order", "Delivery Schedule", "Call Off" or the like.

"Part(s)" shall mean the component(s) that the Supplier shall supply to Shiloh Industries, including, as applicable, services, assemblies and accessories, raw materials and tooling.

"Party" or "Parties" shall mean, as applicable, the Supplier and/or Shiloh Industries.

"Product" shall mean any product(s) in which a Part is incorporated.

"Technical Specification" shall mean the documentation agreed upon by the Parties which describes the Part's shape, function, material content etc. Unless otherwise agreed, the specification of requirements issued by Shiloh Industries shall apply as a Technical Specification.

"Type Bound Tooling" shall mean all tools, jigs, fixtures, moulds, models and other equipment supplied by Shiloh Industries or specially manufactured or adapted for manufacture or quality control of the Parts.

2. Order of precedence

In the event of a conflict between the terms and conditions of any documents, which constitute part of the purchase documentation, the documents shall apply in the following order, unless otherwise agreed in writing;

- (a) Purchase Order
- (b) Frame Purchase Agreement, if applicable
- (c) Delivery Schedule or Call Off, where applicable

B. ORDER, DELIVERY ETC.

3. Supply of parts

3.1 The Supplier agrees to produce and deliver to Shiloh Industries and Shiloh Industries agrees to purchase and take delivery from the Supplier according to this GPC and related documents.

3.2. The Supplier shall not itself design, manufacture or supply parts (or parts substantially identical to Parts), based on Shiloh Industries property that may be used as a substitute for the Parts without Shiloh Industries written consent. The provisions of this Article 3.2 shall survive the termination of the Purchase Agreement.

4. Orders

4.1 Shiloh Industries shall submit to the Supplier a Purchase Order for Parts. The Purchase Order can either be a Quantity Order or an Open Order. The Quantity Order is only valid for the quantity and delivery time given in the order. The Open Order is valid until it is cancelled and does not give a defined quantity or delivery time but a preliminary quantity and a SOP date (Start Of Production) and it works together with Delivery Schedules or Call Offs.

4.2 The Supplier shall within ten (10) working days after receipt of the Purchase Order notify Shiloh Industries of its acceptance or rejection of the Purchase Order. In absence of such notice, the Purchase Order shall be deemed accepted.

5. Delivery Schedule

5.1 Shiloh Industries and the Supplier are aware that the actual need of Parts is continuously determined by Shiloh Industries customers and that both Parties must adjust the production and supply volumes accordingly. Attentiveness, rapid exchange of information and high flexibility are fundamental prerequisites for the collaboration of the Parties.

5.2 Shiloh Industries shall, in its sole discretion, be entitled to provide requirements of quantities, delivery dates and other relevant delivery instructions in a separate Delivery Schedule. Shiloh Industries may, at any time, submit to the Supplier an updated Delivery Schedule. Each update of a Delivery Schedule shall be considered an amendment to the Purchase Agreement.

5.3 If the Supplier objects to any updated Delivery Schedule, such objection shall be made in writing within the time period set out in the applicable Delivery Schedule, or, if no time limit is set out, within two (2) working days after receipt of the updated Delivery Schedule. If no objection has been provided as set forth above, the updated Delivery Schedule shall be considered accepted by the Supplier.

5.4 The Delivery Schedule shall set forth

- (a) A fixed quantity to be delivered at a fixed date that Shiloh Industries undertakes to purchase and the supplier undertakes to deliver.
- (b) An OCT (Order Coverage Time) which covers the forecasted quantities for ten (10) weeks during which Shiloh Industries takes the financial responsibility for the material and components.
- (c) Any quantity included in the delivery plan that exceeds the quantity referred to in Section 5.4 (a) above shall be considered a forecast only and shall not be binding on Shiloh Industries except for 5.4 (b) above. However, the Supplier is obliged to maintain such production and delivery capacity so that deliveries can also be made in accordance with the forecast quantity in the delivery plan. The Parties may enter into separate agreements relating to flexibility and capacity undertakings in respect of the forecast quantities.

5.5 The Supplier shall immediately inform Shiloh Industries of impending problems that may affect the Supplier's ability to meet the Delivery Schedule and shall also take all available measures to avoid any delivery problems. The



Parties shall keep each other informed of actions being taken to cure any delivery problems and to prevent the reoccurrence of such problems.

6. Delivery and shipping requirements

6.1 The agreed delivery clause shall be construed in accordance with INCOTERMS 2000. Unless otherwise agreed in writing, the delivery clause shall be "FCA", the Supplier's premises.

6.2 Should the Supplier's delivery of Parts be in excess of ordered quantities or effected prematurely, Shiloh Industries shall not be responsible for taking delivery of, storing or maintaining such Parts and shall further be entitled to return the excess or prematurely delivered quantity to the Supplier at the Supplier's expense or receive compensation from the Supplier for storage costs.

6.3 The Parts shall always be suitably, carefully and appropriately packed, marked and labeled by the Supplier and the Supplier shall further follow any specific packing instructions issued from time to time by Shiloh Industries.

6.4 The Supplier shall be responsible for making transportation arrangement with the freight forwarder at the time and on the date(s) specified on the transport instructions, issued by the freight forwarder assigned by Shiloh Industries in the Purchase Agreement.

7. Ownership

Title, interests and rights to the Parts shall pass to Shiloh Industries upon delivery of the Parts in compliance with the Purchase Agreement. Pending the passing of title to the Parts, the Supplier shall be bailee of the Parts and shall not be entitled to pledge the Parts or otherwise dispose of, charge or encumber the Parts or any interest therein.

C. PRICE AND TERMS OF PAYMENT

8. Price

8.1 The Parties shall agree prices for the Parts in writing. The price shall be inclusive of all duties, levies and taxes in the country of origin of the Part, excluding value added tax or equivalent tax.

8.2 Shiloh Industries shall issue a document containing the part numbers for Parts required to be purchased by Shiloh Industries from the Supplier including the agreed prices. In addition thereto may be included for example the preliminary, annual quantity, the goods consignee and also terms of delivery and payment.

9. Payment

9.1 Payment shall be made within the agreed term of payment (calculated from receipt of the original invoice by the addressee stated on the Purchase Order, but not earlier than the day of delivery), and shall be made in accordance with any other conditions that the Parties have agreed upon in writing. The term of payment shall, in the absence of any other agreement, be ninety (90) days from the end of the month of delivery. A condition for timely payment is that the invoice is correctly addressed, without being marked for the attention of any individual, and includes all relevant information that is necessary for its proper identification by Shiloh Industries.

9.2 Remittance of payment does not imply any acceptance of the delivery or of the invoiced amount.

10. Set-off

Payment to the Supplier under this Purchase Agreement may be subject to set-off or recoupment for any present or

future claims which Shiloh Industries may have against Seller arising out of this Purchase Agreement or any other transaction with the Supplier.

D. PERFORMANCE

11. Supplier's quality system and production

11.1 The Supplier shall comply with ISO 9001:2000 and conduct development towards TS16949:2002 and ISO 14001 as well as commit to the "Zero Defect Principal" and continuous improvements.

11.2 Shiloh Industries shall be entitled to inspect and monitor all aspects of the Supplier's business in order to verify the due and proper fulfilment of the requirements set forth in Article 11.1. and shall always approve the Supplier's quality system prior to commencement of production of a Part for the first time, under a new part identity number or after any process modification. The Supplier recognizes that the right to perform such inspection may also be exercised by a buyer of the Products or by a Shiloh Industries SQA representative.

11.3 Shiloh Industries and the Supplier shall always strive to improve the production process. Shiloh Industries shall be entitled to, after notification, inspect the Supplier's production of a Parts.

11.4 If inspection is made on the premises of the Supplier, the Supplier shall, free of charge, provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.

11.5 The Supplier shall immediately inform the relevant goods receiver and the responsible purchasing department at Shiloh Industries of any Defective Parts, discovered or anticipated which have been dispatched to Shiloh Industries.

11.6 Shiloh Industries inspection, test, acceptance or use of a Part does not relieve the Supplier from any responsibility regarding Defective Parts or other failures to meet the requirements of the Purchase Agreement. Shiloh Industries rights under this Article 11 shall be in addition to, and shall not diminish its rights under the Purchase Agreement including Article 20 and 22 or any other warranties, express or implied, provided by the Supplier.

11.7 The SUPPLIER may not relocate production of a Part, wholly or partly, to another party without Shiloh Industries written consent. If Shiloh Industries grants such consent, the Supplier shall ensure that the provisions of the Purchase Agreement are complied with. This does not, however, in any way exempt the Supplier from his obligations in accordance with the Purchase Agreement.

12. Testing

12.1 In order that Shiloh Industries shall be given an opportunity to evaluate whether a Part is free from defects, the Supplier shall, prior to delivery of a new or changed Part, manufacture and perform quality control of samples in accordance with Shiloh Industries applicable requirements relating to testing from time to time.

12.2 Once a sample has been approved, alteration of the function, appearance, characteristics, material, production method, place of manufacture, Type Bound Tooling or other equipment which may affect the Part, may be done only after written approval on each occasion from the responsible buyer at Shiloh Industries. Delivery may thereafter be made only after renewed approval of a sample.

12.3 If Shiloh Industries rejects a sample, the Supplier shall make rectification so that the requirements referred to in Section 12.1. are fulfilled and reimburse Shiloh Industries costs for verification testing of the Part after such rectification.

12.4 Shiloh Industries final approval of samples shall not affect the Supplier's liability and obligations in accordance with the Purchase Agreement.

13. Subcontracting

The Supplier may not subcontract production of a Part, wholly or partly, to a third party without Shiloh Industries written consent. If Shiloh Industries grants such consent, the Supplier shall ensure that the provisions of the Purchase Agreement are complied with. This does not, however, in any way exempt the Supplier from its obligations set forth in the Purchase Agreement.

14. Work on Shiloh Industries premises

If the Supplier performs work on Shiloh Industries premises the Supplier shall ensure that any personnel including subcontractors will, whilst on Shiloh Industries premises, comply with all of Shiloh Industries safety and security policies and procedures and take all necessary precautions to prevent the occurrence of any personal injury or property damage during progress of such work. The Supplier shall maintain insurance covering all work performed on Shiloh Industries premises and all personnel involved in such work.

15. Technical modifications

Shiloh Industries reserves the right to modify the Technical Specifications of a Part. Any change in price or other conditions resulting from this shall be agreed upon in writing prior to any change of production equipment and prior to the commencement of delivery by the Supplier of any modified Part.

16. Compliance with laws

Each party shall comply with the laws and legislation relevant to the performance under this Agreement. This will include but not be limited to Supplier's obligation to treat dangerous goods in accordance with local national and/or international law.

17. Export controls and origin

17.1 If any Part, or component therein, which the Supplier delivers to Shiloh Industries are subject to national export or control regulations in those countries where the Supplier produces the Part or those countries from which the components originate, the Supplier shall be obliged, prior to the Parties agreeing on the Technical Specification, to notify Shiloh Industries in writing thereof and of the scope of the export restrictions.

17.2 The Supplier shall upon delivery supply Shiloh Industries with an export certificate or its equivalent containing among other things details of the origin of a Part delivered and value for export or/and import purposes.

18. EDI (Electronic Data Interchange)

Shiloh Industries is preparing for the implementation of EDI communication with suppliers and customers. Upon Shiloh Industries request the Supplier shall co-operate with Shiloh Industries to activate such EDI communication between the Parties.

19. Warranty

19.1 The Supplier warrants that the Parts supplied are free from defects. A Part shall be considered defective if it (a) in any respect deviates from the Technical Specification,

(b) does not possess the characteristics that the Supplier has referred to through samples, prototypes or in marketing, (c) is not as safe as Shiloh Industries could reasonably have expected, (d) is not fitted for the particular purpose for which the Parties intended it to be used, or (e) otherwise deviates from what Shiloh Industries reasonably could have expected.

19.2 The warranty period shall terminate twenty four (24) months after the later of

(a) the date on which a Defective Part has been delivered to a final customer; and
(b) the date on which a Defective Part has been brought into use on Shiloh Industries own behalf (in a manner other than by incorporation in a Product). The above-stated time limit 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.

19.3 The Parties may conclude a separate agreement for the handling of warranty claims and for a more extensive warranty liability.

E. LIABILITY FOR DEFECTS AND SHORTCOMINGS

20. Defects and shortcomings

20.1 In the event that a Part is defective in accordance with Section 19 above or a delivery does not contain the agreed quantity, then Shiloh Industries shall be entitled to (a) demand immediate rectification, or (b) demand immediate delivery of substitute Part(s).

20.2 If a Defective Part cannot be repaired or replaced without delay or if there is a risk of production disturbances at Shiloh Industries or delivery disturbances from Shiloh Industries, Shiloh Industries shall be entitled, without obtaining the Supplier's consent and at the latter's expense, to make the necessary repair work or completely or partly terminate the purchase of the Part and other such Parts that Shiloh Industries does not consider having any use of due to the defect or shortcoming, and also, to undertake substitute purchases from another supplier.

20.3 In addition to what is set forth in Sections 20.1 and 20.2 above, the Supplier shall compensate Shiloh Industries for its administration costs with 1500 SEK (or the equivalent in other currencies) per Inspection Report and for any loss or damage, direct as well as indirect, arising out of or relating to the defect or shortcoming in delivery, including but not limited to costs for assembly and disassembly, detection and analyse, scrapping and transportation.

20.4 If due to a delivery of a Defective Part, Shiloh Industries considers it necessary to inspect all Parts of the same kind delivered by the Supplier, Shiloh Industries shall be entitled, after giving the Supplier notice thereof, to make such inspection at the latter's expense and without awaiting the latter'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.

21. Delayed deliveries

In the event of a late delivery of a Part, Shiloh Industries is entitled to

(a) completely or partly terminate the purchase of the Part and of other Parts which Shiloh Industries does not consider having any use of due to the late delivery, and (b) make substitute purchases from other suppliers. The Supplier shall compensate Shiloh Industries direct and

indirect losses and damages arising out of or relating to the late delivery.

22. Product liability and insurance

22.1 The Supplier shall compensate Shiloh Industries for all direct and indirect losses and damages arising out of or relating to a Product or Part having caused personal injury or property damages due to the fact that the Part was defective. If Shiloh Industries receives such a claim Shiloh Industries shall immediately notify the Supplier accordingly and the Parties shall undertake all necessary investigations in order to defend such claims in the best possible way. At Shiloh Industries request the Supplier shall also assist Shiloh Industries in the event of any dispute.

22.2 If there is a risk of a Product causing personal injury or property damage due to a Part being defective, such that Shiloh Industries decides to recall a Product, the Supplier shall compensate Shiloh Industries for its costs in conjunction with such recall.

22.3 The Supplier shall enter into and maintain a product liability insurance policy during the period of the Purchase Agreement and shall at Shiloh Industries request also supply Shiloh Industries with a copy of the insurance certificate.

23. Limitation of liability

23.1 Indirect losses are to be reimbursed only to the extent this is expressly stated in the Purchase Agreement.

23.2 The Supplier's liability for indirect losses under Sections 20 and 21 above shall, for each event which caused the loss or damage, be limited to an amount equivalent to ten per cent (10%) of the higher of the purchase value of

- (a) all Parts delivered by the Supplier to Shiloh Industries during the twelve-month period immediately preceding the event which caused the loss or damage; and
- (b) all Parts that the Supplier is obliged to deliver during the immediately following twelvemonth period as set out in Section 5.4(c).

F. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

24. Intellectual property rights

24.1 If Shiloh Industries purchase of a Part initiates development or design work, any intellectual property rights arising from such work shall accrue to Shiloh Industries. If, however, the Supplier has, at his own expense, contributed substantially to such work then potential intellectual property rights shall accrue to the Parties jointly, and both Parties shall be free to independently commercialise such rights, e.g. by giving sublicenses to third parties.

24.2 The Supplier shall be responsible for ensuring that the Part or its use does not infringe the intellectual property rights of a third party. In the event that a Part infringes the intellectual property rights of a third party, the Supplier undertakes to indemnify Shiloh Industries and Shiloh Industries customers for all costs arising out of or relating to the Part or its use and either to replace the Part by another equivalent Part or to obtain all necessary consents. Said undertaking shall not apply to the extent Shiloh Industries has performed development or design work. The Supplier shall, at Shiloh Industries request, assist Shiloh Industries in disputes in which Shiloh Industries could become involved by reason of such infringement and if

required by Shiloh Industries take on the conduct of any dispute.

24.3 The Supplier is aware that production for his own account or for that of a third party is not allowed when Shiloh Industries possesses an intellectual property right to a Part. The Supplier undertakes not to produce a Part for his own account or for that of a third party in cases where Shiloh Industries has provided the Supplier with such know-how or equipment as was necessary for the Supplier to be able to fulfil the development or production of the Part.

24.4 Upon entering into the Purchase Agreement or prior to delivery of a new Part, the Supplier shall inform Shiloh Industries of all intellectual property rights of which he is aware that affect a Part.

24.5 The Supplier shall not use any corporate name or trademarks belonging to companies within the Shiloh Industries Group of Companies under the Purchase Agreement.

25. Type Bound Tooling

25.1 Type Bound Tooling shall be subject to the following.

- a) The Supplier shall establish a register, accessible to Shiloh Industries, of all Type Bound Tooling.
- b) The Supplier shall, at his own initiative and at his own expense, maintain Type Bound Tooling in such a way that the specifications are complied with. In the event that Type Bound Tooling requires renewal, the Supplier shall notify Shiloh Industries thereof in due time.
- c) Shiloh Industries shall be entitled to acquire for a reasonable charge, and thereafter to freely utilise, such Type Bound Tooling as is owned by the Supplier when deliveries of the relevant Part to Shiloh Industries for serial production shall cease.
- d) The Supplier shall ensure that Type Bound Tooling is stored in a safe and adequate manner and that it is insured for an amount equivalent to its replacement cost.
- e) Type Bound Tooling may not be destroyed or scrapped without Shiloh Industries written consent. Type Bound Tooling that is the subject of intellectual property right(s) may furthermore not be copied without the consent of the owner of such intellectual property right(s).

25.2 In addition, the following applies to Type Bound Tooling owned by Shiloh Industries.

- a) The Supplier shall mark Type Bound Tooling in such a way that Shiloh Industries ownership is clearly shown and shall inform insurers as to the fact of Shiloh Industries ownership.
- b) The Supplier may not without Shiloh Industries written consent use Type Bound Tooling for production for his own account or that of any third party.

25.3 An invoice related to Type Bound Tooling ordered by Shiloh Industries shall not be issued until such Type Bound Tooling has been approved by Shiloh Industries.

G. OTHER TERMS

26. Communication

Each Party shall continuously inform the other Party on all matters that are of importance to the Parties' performance under the Purchase Agreement and shall also in all such communications express themselves with such clarity and with such means as are required in order to ensure a correct performance in all respects.

The SUPPLIER shall supply Shiloh Industries on an annual basis with its latest Annual Report as soon as it is available.

27. Provision of spare parts

The Supplier shall, pursuant to the conditions of the Purchase Agreement and at commercially reasonable prices, supply Parts to such an extent that Shiloh Industries can offer its customers spare parts for fifteen (15) years after Shiloh Industries purchases of the Part for serial production from the Supplier have ceased.

28. Compensation for cancelled purchases

Should Shiloh Industries cancel a Part within OCT in accordance with Section 5.4 (b) above, Shiloh Industries shall compensate the Supplier for Part- or components, semi manufactured items or raw materials relating to such cancellation. In calculating such costs the Supplier shall not receive compensation to the extent that the Part- or components, semi manufactured items or raw materials intended for it, can be used for other deliveries to Shiloh Industries or another party, or for another purpose. Shiloh Industries obligation to compensate for cancellations is conditional upon the Supplier submitting specified claims for compensation in writing not later than two (2) weeks after the cancellation.

29. Confidentiality

29.1 All information, equipment, know-how and technical documentation, including electronically stored data and computerised geometry's, to which a Party has obtained access through the Parties' business relationship, 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 purpose other than for the deliveries to Shiloh Industries. It may not be shown to or in any other way communicated to or used by others than such personnel of either of the Parties that are directly involved in the implementation of the deliveries to Shiloh Industries. Copying or reproduction of such confidential information is permitted only within the framework of the fulfilment of a Party's obligations and with regard to the applicable copyright laws and regulations.

29.2 The Supplier may not make public the business relationship of the Parties through advertising or in any other way without prior written consent from Shiloh Industries.

29.3 The Supplier shall at Shiloh Industries request either return or destroy everything referred to in Section 29.1, including copies thereof.

30. Waiver

No waiver by either Party of any breach of the Purchase Agreement shall be considered a waiver of any subsequent breach of the same or any other provision. Notwithstanding the generality of the foregoing, any failure by Shiloh Industries to answer a question or communication from the Supplier about a delayed delivery shall not affect Shiloh Industries right to impose a sanction in accordance with the Purchase Agreement.

31. Severability

In the event that any provision of the Purchase Agreement should become invalid due to e.g. legislation, only said provision shall be considered invalid while the remaining provisions shall remain in force. The Parties shall in such a case immediately conclude a new agreement that replaces the invalid provision and as far as is possible ensures through its content an equivalent result.

32. Transfer and assignment of agreement

A Party may neither transfer nor assign its rights or obligations under the Purchase Agreement without the written consent of the other Party. Shiloh Industries may however transfer or assign such rights or obligations to any other company within the Shiloh Industries Group of Companies without consent.

33. Premature termination

In addition to the above, a Party is entitled to terminate the Purchase Agreement with immediate effect and without any liability for compensation due to such termination if: (a) the other Party enters into composition negotiations, is declared bankrupt, goes into liquidation or for any other reason can be assumed to have become insolvent; or (b) the other Party is acquired by a competitor of the Party seeking termination. 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.

34. Amendments and additions

Unless otherwise expressly stated in the Purchase Agreement, any amendment or addition shall to be valid be made in writing and signed by authorised representatives of both Parties.

H. APPLICABLE LAW AND DISPUTES

35. Applicable law

The Purchase Agreement shall be governed and construed in accordance with Swedish substantive law. If any of the Parties has its place of business outside the Nordic countries, the English-language version of Article 1-13 and 25-88 of the United Nations Convention of April 11, 1980 regarding international sales of goods shall be applicable.

36. Disputes

Disputes arising out of or relating to the Purchase Agreement shall be finally settled by arbitration in accordance with the rules of the Arbitration Institute of the Stockholm Chamber of Commerce applicable at the time arbitration is called for. The arbitration proceedings shall be held in Gothenburg, Sweden. If not both Parties are domiciled in Sweden, the arbitration proceedings shall be conducted in English.