

1 Applicability. Definitions

1.1 In these General Purchase Conditions, the term "Axis" shall mean Axis Communications AB or any of its group companies placing an order. "Supplier" shall mean the company with which Axis has entered an agreement, or to which an order has been submitted by Axis or other third party designated by Axis to which Supplier shall supply Products. "Product(s)" shall mean the product(s) or customized products as has been the subject of an agreement or has been stated in an order submitted by Axis.

1.2 These General Purchase Conditions shall apply on all orders and agreements relating to Axis' purchases of products if reference has been made to them, unless otherwise explicitly agreed in writing between the parties.

2 Orders. Formation of Agreement

2.1 An individual purchase agreement of Products is concluded through written or electronically dispatched orders referencing the quantity, the relevant Products, applicable price, shipping instructions and delivery date ("the Agreement").

2.2 Products may be ordered also by a Designated Party. The purchase of Products will be made between the Designated Party placing the order and a Supplier. Axis undertakes no responsibility of the Designated Party's obligations towards the Supplier, but the Designated Party acts on its own behalf. A "Designated Party" shall mean an EMS or other third party designated by Axis to which Supplier shall deliver the Product.

2.3 Axis is not bound by and hereby expressly rejects Supplier's general conditions of sale and any additional or different terms or provisions that may appear in any proposal, quotation, price list, order confirmation, acknowledgment, invoice, packing slip or the like used by Supplier, unless otherwise explicitly agreed in writing between the parties.

3 Quality and Environmental Requirements

3.1 Supplier shall ensure that the Product complies with the EU RoHS (Restriction of Hazardous Substances in Electrical and Electronic Equipment) directive 2011/65/EU, including any amendments, updates or replacements thereof from time to time. Supplier shall comply with the EU REACH (Registration, Evaluation, Authorization and Restriction of Chemicals) directive EC no 1907/2006, including any amendments, updates or replacements thereof from time to time. Upon Axis' request, Supplier undertakes to provide Axis with RoHS and REACH statements or a material declaration for the Products. Further, as regards labelling of Products for end users, Supplier shall ensure that the Products complies with the WEEE (Waste from Electrical and Electronic Equipment) directive 2002/96/EG.

3.2 Supplier undertakes to perform necessary due diligence activities to ensure responsible sourcing of minerals from conflict-affected and high-risk areas in line with OECD (Organisation for Economic Co-operation and Development) guidelines.

3.3 Supplier undertakes to be qualified and to keep a valid ISO 9001 certificate. Further, Supplier undertakes to be certified in accordance with ISO 14001 or have an environmental management system compliant with the basic principles of ISO 14001. Should any certification of Supplier expire or be withdrawn, Supplier must immediately inform Axis hereof and Axis shall have the right to terminate the Agreement with immediate effect. Supplier shall, upon request from Axis, provide the relevant certificates to Axis.

3.4 Supplier undertakes to comply with Axis' Supplier Code of Conduct.

4 Changes in Products, Discontinuation

4.1 If any changes are made to the Products, Supplier undertakes to without delay notify Axis hereof in writing at the latest six (6) calendar months prior to the date from which the changes apply as indicated in the notification. The same notification period applies if Supplier decides to end sale of the Products and Axis shall, at its sole discretion, have the right to submit a last time order.

5 Packaging and transport

5.1 Supplier shall, without additional cost for Axis, pack the Products in such a way that it is safe for transportation and in conformance with good commercial practice, government regulations and other applicable standards. Further, Supplier shall ensure the following: (i) Pallet shipments - the use of wooden pallets according to ISPM 15; and (ii) Parcel deliveries - the use of transport boxes intended for the shipment in question. Axis has the right to claim replacement of Products if Supplier have packed the Products contrary to the packing requirements stated above.

6 Terms of Delivery

6.1 Unless otherwise notified by Axis in writing, all deliveries of Products under the Agreement will be made on delivery terms: (i) Road transports within Europe - FCA, Supplier's premises (Incoterms® 2020); (ii) Ocean freights - FCA, Port of loading terminal (Incoterms® 2020); and (iii) Air freights - FCA, airport of export (Incoterms® 2020).

6.2 Time is of essence and all dates referred to in the Agreement shall be firm. If delivery occurs later than ten (10) weeks from the agreed delivery date, Axis shall have the right to cancel the delayed order through written notice to the Supplier. In such case, Axis shall be entitled to all verified damages, losses, costs and expenses arising as a result of such cancellation.

7 Prices. Payment Terms

7.1 Prices are fixed, unless otherwise explicitly agreed in writing between the parties. Supplier is not entitled to impose an invoicing charge.

7.2 All payments shall be made within sixty (60) days after Axis has received Supplier's invoice, unless otherwise explicitly agreed in writing.

7.3 All prices are stated, and all payments shall be made, in USD, if not otherwise agreed in writing.

7.4 Each party shall pay its own transaction fees pertaining to such payment, including any applicable bank charges and fees.

7.5 If Supplier in Axis' reasonable opinion fails to fulfill any of its obligations under the Agreement, Axis may suspend payment to Supplier upon reasonable notice.

8 Right of resale

8.1 Axis may, directly or indirectly through its Affiliates or other third parties, sell, market, distribute, import, export and otherwise make the Products, available to the public, as part of product or system manufactured or assembled by or on behalf of Axis.

9 Warranty

9.1 Supplier warrants that any and all Products delivered by Supplier (i) will be free from defects in design, material and workmanship; (ii) will fully comply with the specification provided by Supplier; and (ii) are fit for the intended purpose.

9.2 Supplier's liability is limited to defects which appear within a warranty period of thirty-six (36) calendar months from the date of delivery of the relevant Product.

9.3 The remedy in case of a breach of the warranty shall be, at Axis' sole discretion and Supplier's expense, either (i) refund of the full price paid for the defective Products; (ii) repair of the defective Products; or (iii) replacement of the defective Products. If any Product is repaired or replaced by Supplier, Supplier shall be liable for defects in the repaired or replaced Product on the same terms and conditions as those applicable to the original Product. The warranty period for a repaired Product shall be equal to the remaining warranty period for the original Product or six (6) calendar months, whichever is longer.

9.4 If Supplier (i) repeatedly delivers defective Products, or (ii) deviates from the general demands on Supplier (such as environmental aspects or Axis' Supplier Code of Conduct), Axis is entitled to cancel an Agreement, partly or in its entirety. In such case, Supplier shall indemnify Axis for all verified damages, losses, costs and expenses arising as a result of such cancellation.

10 Product Liability and Insurance

10.1 In the event any third party claims, demands, suits or actions ("Claims") are brought against Axis alleging bodily injury (including death) or damage to property (including loss of data) caused by defects in the Products, Supplier shall indemnify and hold Axis harmless from and against any and all damages, costs, expenses (including the reasonable fees of attorneys and other professionals), liabilities and other responsibilities incurred or sustained by Axis.

10.2 Supplier shall have no obligation under Section 10.1 to the extent the Claim is based upon bodily injury or property damage arising from Products that are: (a) misused, altered or modified in any way by Axis or a third party, without Supplier's prior consent, if the alleged bodily injury or property damage would not have occurred but for such misuse, alteration or modification; or (b) combined with other products or devices not furnished by Supplier, if the alleged bodily injury or property damage would not have occurred but for such combination.

10.3 Supplier shall obtain and maintain an insurance policy, including a world-wide product liability insurance, covering its liability in the Agreement. Upon Axis' request, Supplier shall without delay provide to Axis the certification of its insurance.

11 Intellectual Property Rights

11.1 Supplier hereby represents and warrants that (i) it owns, controls or has irrevocable and valid licenses to any and all Intellectual Property Rights pertaining to the Products, including such rights used or needed in production, packaging, marketing and sale of the Products, and (ii) that nothing in this Agreement, the Products, Axis' use of the Products or other disposition of the Products will infringe any Intellectual Property Right of any third party.

11.2 Supplier shall indemnify and hold Axis harmless from and against all damages, costs and expenses (including the reasonable fees of attorneys and other professionals), liabilities and other responsibilities incurred or sustained by Axis which may be imposed upon Axis by reason of any Claim that the Products or the use thereof constitutes an infringement or misappropriation of any Intellectual Property Rights of a third party; provided that Axis without undue delay notifies Supplier of any such Claim.

12 Limitation of Liability

12.1 SUBJECT TO SECTION 12.2 BELOW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY NATURE OR KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF DATA, LOSS OF GOODWILL OR LOSS OF USE OF CONTRACTS, IN CONNECTION WITH OR ARISING OUT OF OR RELATING TO AN AGREEMENT.

12.2 The limitation of liability in Section 12.1 above, shall not apply to Supplier's undertakings under Section 10 ("Product Liability and Insurance"), 11 ("Intellectual Property Rights"), 13 ("Confidentiality") or if the party in default is guilty of gross negligence or wilful misconduct.

13 Confidentiality

13.1 Each party undertakes, and shall cause all officers, employees, sub-contractors and other persons concerned by an order or Agreement to undertake, to keep secret all information received from the other party and not to use the same except to the extent necessary to fulfil its rights and obligations under an order or Agreement.

14 Export

14.1 Supplier undertakes to comply with all applicable national and international export control regulations.

14.2 Supplier is responsible for providing Axis with:

- written information and instructions (including ECCN codes) regarding any and all export control laws, regulations and restrictions that are applicable from time to time with regard to the Products, and shall, upon request from Axis, to a commercially reasonable extent, assist Axis in obtaining any necessary export licenses or approvals;
- adequate preferential origin certificate, Supplier declarations or similar, in cases where a Free Trade Agreement is applicable, and the Products meet the requirements of preferential origin; and
- the customs HS classification with regard to the Product.

15 Reliefs

15.1 Each party shall be excused from fulfillment of any obligations under an Agreement to the extent that and for so long as such fulfillment is prevented or delayed in whole or in part by strikes, lockouts, or other labor disturbances or by causes beyond its reasonable control, such as fire, flood, war, embargoes, blockades, riots, governmental interference, Acts of God and defects or delays in deliveries by subcontractors if caused by any circumstances referred to in this Section.

15.2 If by reason of any circumstances as above mentioned, the fulfillment of an Agreement becomes impossible for more than ninety (90) consecutive days then either party shall be entitled to terminate the Agreement by written notice to the other party.

16 Publicity

16.1 No press release or public announcement of any kind, nor issuing of any promotional material, relating to an order or an Agreement or its contents shall be made by Supplier without Axis' written approval.

17 Assignment

17.1 Supplier may not assign or transfer his right and obligations, whether in whole or part, or any of its rights or obligations thereunder without the prior written consent of Axis.

18 Governing Law and Arbitration

18.1 These General Purchase Conditions shall be governed by the substantive laws of Sweden, without regard to the provisions of the United Nations Convention on Contracts for the International Sale of Goods.

18.2 Any dispute, controversy or claim arising out of or in connection with these conditions or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the SCC). The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, unless the SCC, taking into account the complexity of the case, the amount in dispute and other circumstances, determines, in its discretion, that the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the SCC shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Lund, Sweden. The language of the proceedings, documentation and the award shall be English.

18.3 The parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover, inter alia, all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the written consent of the other parties. Notwithstanding the above, a party shall not be prevented from disclosing such information in order to safeguard in the best possible way his rights vis-à-vis the other parties in connection with the dispute, or if obligated to do so pursuant to statute, regulation, a decision by an authority, a stock exchange agreement or similar.