

Purchase Order Terms & Conditions

Agreement documents

This Purchase Order (PO) and related Terms & Conditions is the only valid agreement between Atlas Copco and Vendor relating to the products and services ordered through this PO. Only a signed contract between Atlas Copco and Vendor supersedes any of the Terms & Conditions contained in this document. Any other document (e.g. Vendor's quote or acknowledgement) will not be considered as a valid agreement. The Vendor shall accept and approve our conditions of purchase contained herein.

Prices

If the PO does not include pricing, the price for the products or services provided will be Vendor's lowest prevailing market price for such products or services. All goods should be packed and delivered Free of Charge, unless otherwise agreed in writing.

Prices charged must be strictly in accordance with the PO.

Invoicing documents

Vendor is responsible to include the PO reference code of this Purchase Order on all related invoicing & consignment documents. Invoices not including the PO reference will not be paid; any penalties as a result of this will be at Vendor's expense.

Sub-contracting

Vendor must not sub-contract the work attached to this order without Atlas Copco's written authorization.

Consignment

each consignment must be accompanied by a delivery note including details of Atlas Copco's PO reference, descriptions & dispatch date.

Payment terms

the payment terms are net 60 days after receipt of Vendor's valid invoice or after receipt of the products or services, whichever is later.

Acceptance

Payment does not imply acceptance of products or services.

if products or services do not comply with Atlas Copco's acceptance criteria, Atlas Copco may:

- reject/return products or services (at Vendor's expense). If the related invoice was paid by Atlas Copco, a refund will be requested.

- require Vendor to repair or replace such products or re-perform such services at no extra cost and in a timely manner.

All goods/services should be in accordance with the specifications of Atlas Copco's order and capable of satisfying our requirements as communicated. The Vendor shall not refuse to receive a complaint even after the goods/services have been put into use.

Atlas Copco's acceptance of the delivered product/service is a pre-requisite to claim the invoice payment.

Imports and exports

Vendor will comply with all import and export laws. Vendor will also comply with all administrative requirements and pay for all applicable fees, duties and taxes associated with the import or export of products (e.g. recycling, environmental, safety, ... requirements).

Risk of loss or damage

Vendor holds the responsibility of risk of loss or damage until products purchased under this PO have been delivered and accepted by Atlas Copco at the location specified in the PO. Atlas Copco should be notified by Vendor in case Vendor will not be able to comply with the delivery date specified in this PO. If Vendor fails to

deliver on time, Atlas Copco may purchase replacements elsewhere. If so, Vendor will be liable for costs Atlas Copco incurs, unless agreed upon in writing by Atlas Copco.

Ownership of products

All products provided to & accepted by Atlas Copco under this PO will be the personal property of Atlas Copco. Also the products and services developed within Atlas Copco making use of the products & services ordered under this PO will be the personal property of Atlas Copco.

Social & Environmental management

Vendor will comply with Social & Environmental requirements and must respect health & safety in the working environment. By preference Vendor should set relevant social, environmental, health & safety goals and measure its performance to meet these goals. Vendor should also encourage its suppliers to set such requirements. Vendor will also observe the principles of UN initiatives, specifically those concerning safeguarding human rights at an international level, the right to collective negotiation, the abolition of forced and child labor, eliminating discrimination when hiring employees, environmental responsibility and prevention of corruption. Vendor should by preference be ISO14001 certified.

Indemnification

Vendor shall take out and maintain an employer's liability insurance. Such insurance shall be extended to indemnify Atlas Copco against all claims for death or injury of the Vendor's employees, or any third party.

Intellectual property

Atlas Copco will receive all rights and licenses necessary for Atlas Copco and its affiliates to properly use products and services ordered with this PO.

Cancellation

If Atlas Copco decides to cancel a PO, Atlas Copco will pay Vendor for Vendor's actual expenses for activities which have been correctly completed on the date of cancellation (such payment will never exceed the agreed upon prices).

Right to audit

Atlas Copco may audit Vendor's documentation and procedures relating to any charges paid by Atlas Copco in connection with this PO.

Vendor should by preference be ISO9001 certified.

Applicable laws

In case of dispute country where Atlas Copco is located law will be applicable.