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## General Purchasing Conditions - V. 4.0

### 2. IKEA MODELS, SELLER MODELS AND MIXED MODELS

2.1 The Inter IKEA Companies have created, developed, and/or determined a unique range of furniture, furnishings and related products for interior decorating ("IKEA Range"). The IKEA Range consists mainly of products created or developed by, for or on behalf of the Inter IKEA Companies, which may include technologies or other know-how which in part or entirely are regarded as IKEA trade secrets, or which are subject to other types of Intellectual Property Rights ("IKEA Model(s)"). The IKEA Range may also include products which are or have been developed or created by, for or on behalf of the Seller, or under the Seller's responsibility ("Seller Model(s)"). In addition, the IKEA Range may include products created or developed by, for or on behalf of the Inter IKEA Companies, but which incorporate technologies and/or components which (i) are or have been developed or created by, for or on behalf of the Seller; or (ii) are purchased (off-the-shelf) by the Seller from its third-party supplier, or (iii) otherwise fall under the Seller's responsibility ("Mixed Model(s)"). Such technologies and/or components are referred to as "Mixed Model Seller Technologies and Components". For the purpose of these conditions, "Intellectual Property Rights" means all existing and future registered and unregistered intellectual and industrial property rights, anywhere in the world, including, without limitation, patent rights, utility model rights, topography rights, copyrights, neighbouring rights, trademark rights, trade name rights, database rights, design rights and all other rights with respect to patents, inventions, methods, developments, utility models, semiconductor topographies, mask works, designs, models, works, software (including source code, object code and documentation), formulas, recipes, concepts, trademarks, service marks, logos, slogans, trade dress, getup, trade secrets and know-how, all applications, extensions and renewals for the same and the right to file such applications, extensions and renewals.

2.2 All Intellectual Property Rights relating to the IKEA Models and the Mixed Models (with the exception of the Mixed Model Seller Technologies and Components), including packaging, transport solutions, digital assets and concepts relating to IKEA Models, and any and all improvements, modifications or further developments thereof or therefor created, partly or wholly by or on behalf of the Seller, shall be and remain the sole property of IKEA Supply or its licensors. To the extent any

Intellectual Property Rights in such improvements, modifications or developments do not vest in IKEA Supply or its licensors by operation of law or otherwise, the Seller hereby assigns and transfers such Intellectual Property Rights, in advance, to IKEA Supply irrevocably, unconditionally and without restriction, which assignment and transfer IKEA Supply hereby accepts. The Seller hereby waives any and all moral rights in respect of such improvements, modifications and developments and the Seller shall at all times do all that is reasonably requested by any Inter IKEA Company, including signing all such additional deeds, to ensure the ownership of IKEA Supply or its licensors of the Intellectual Property Rights described in this section 2.2.

2.3 All samples, (technical) drawings, records of dimensions, manufacturing instructions, product specifications, digital assets or other documentation relating to IKEA Models and Mixed Models, or the manufacture thereof, submitted to Seller shall remain the sole property of IKEA Supply, and may not be used for any other purpose than production of IKEA Models and Mixed Models according to a purchase order, nor be copied or reproduced without the prior written consent of IKEA Supply and shall, upon request, be promptly returned, destroyed and/or permanently deleted by the Seller and Seller shall certify electronically or otherwise in writing to IKEA Supply confirming such destruction and/or deletion.

2.4 Seller agrees that IKEA Models and Mixed Models are intended for the exclusive supply to the companies authorised by IKEA Supply and Inter IKEA Systems B.V., and Seller undertakes to not directly nor indirectly, manufacture, promote, exhibit, market, import, export, sell or supply IKEA Models or Mixed Models to any other party other than Buyers. Any breach of this obligation is considered to be a non-remediable material breach of the Purchase Agreement.

2.5 Seller may not directly or indirectly manufacture, promote, exhibit, market, import, export, sell or supply any plagiarism of an IKEA Model or Mixed Model. Plagiarism shall mean any product which is based on an IKEA Model or Mixed Model product and/or which appears to IKEA Supply or Buyer, in its reasonable judgment, with regard to design, material or workmanship, to be identical or similar to an IKEA Model or a Mixed Model. Any

breach of this obligation is considered to be a non-remediable material breach of the Purchase Agreement.

2.6 If the products purchased are Seller Models or Mixed Models, this shall expressly be stated in the Purchase Agreement. In case of Mixed Models such statement shall require evidence (agreement or other documentation) that expressly specifies the Mixed Model Seller Technologies and Components included in such Mixed Models. Seller warrants and represents to IKEA Supply and Buyer that Seller is the sole owner and holder, or authorised licensee and sub-licensor of all Intellectual Property Rights in and to such Seller Models or the Mixed Model Seller Technologies and Components incorporated in such Mixed Models. The Seller hereby grants IKEA Supply, Buyer, any IKEA Franchisee and/or any Inter IKEA Company a perpetual, worldwide, royalty-free, irrevocable, unlimited, sub-licensable license under any Intellectual Property Rights relating to the Seller Models and Mixed Model Seller Technologies and Components as may be required for the onwards sale, distribution, marketing and commercialization of such Seller Models and Mixed Models anywhere in the world.

### **3. REFERENCE SAMPLE AND PRODUCT SPECIFICATION**

3.1 Prior to the first delivery of products, IKEA Supply may request Seller to produce one or more reference samples. In such case, Seller shall, at its own cost, expense and risk, store and retain all reference samples produced (including reference drawings), or, if requested by IKEA Supply, make the samples available to IKEA Supply free of charge.

3.2 Approval by IKEA Supply of a reference sample that is not in compliance with the product specifications, does not constitute a waiver of the right to require strict compliance with such product specifications.

3.3 Seller shall manufacture, or provide each product strictly in accordance with the product specifications provided by IKEA Supply and/or Buyer.



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3.4 IKEA Supply may at any time amend the product specifications. In such case, Seller will be requested to confirm the amendment either by signature or through a web-based application. Seller acknowledges that any confirmation provided through the web-based application shall only be made by authorised employees and it shall be legally binding.

3.5 IKEA Supply or any Buyer may request Seller to provide compliance declarations (including all required licenses and permits necessary for the performance of its business) or other information electronically or otherwise in writing which Seller shall ensure is correct for the intended purpose as communicated by IKEA Supply. If provided electronically, Seller agrees that such declarations or information shall be given only by authorised employees and it shall be legally binding.

3.6 Seller shall defend, indemnify and hold harmless IKEA Supply, any Inter IKEA Company, IKEA Franchisees, employees, agents, and/or any Buyer ("IKEA Indemnitees") from and against any and all damages, costs and expenses (including reasonable attorneys' fees) incurred as a result of any cost, claim, demand, suit or proceeding brought by any third party against any Inter IKEA Company, IKEA Franchisees, and/or any Buyer, due to Seller's non-performance of this section 3, including without limitation, any third-party claim, demand, suit or proceeding for property damage, personal injury and/or death. Any breach of this section 3 is considered to be a non-remedial material breach of the Purchase Agreement.

#### 4. MATERIALS AND HANDLING AIDS

4.1 If IKEA Supply, Buyer, or any company appointed by IKEA Supply, furnishes materials, handling materials and/or equipment ("Material(s)") to Seller, all such Materials shall be used exclusively for the manufacture and/or delivery of products to IKEA Supply or any Buyer. All Materials provided by IKEA Supply, Buyer or a company appointed by IKEA Supply shall remain the sole property of the providing company, unless agreed otherwise between IKEA Supply or Buyer and Seller. Any unused Material shall be returned to the company that supplied it immediately upon its request. Seller shall mark and store such Materials ensuring that such Materials belonging to the providing company do not become incorporated into or commingled with Seller's property.

4.2 Seller shall inspect the furnished Materials upon receipt in order to ensure that the Materials correspond to agreed quantities and are free from defects. Any shortages or defects in Materials shall be notified without undue delay electronically or in writing by Seller to the supplying company. After receipt of Materials, the risk associated with the Materials shall be borne by Seller.

#### 5. FORECASTS AND ORDERING

5.1 Any Inter IKEA Company may provide Seller with periodical forecasts for planning purposes. It shall not in any way be considered as a binding purchase commitment from IKEA Supply or Buyer or be deemed to be a purchase order, and no compensation whatsoever shall be paid to Seller for any deviation from the forecasted volumes.

5.2 Subject to the provisions of this section 5.2, a purchase order shall be binding on Buyer and Seller. Any purchase order placed by a Buyer shall be either confirmed or rejected by Seller within one (1) Business Day, or other timeframe agreed by the parties, from the date of receipt of the purchase order by Seller. A purchase order shall be deemed confirmed by Seller on the earlier of: (a) Seller's electronic confirmation of the purchase order; or (b) Seller's performance of any act consistent with fulfilling the purchase order. The purchase order shall be rejected if Seller within said period notifies Buyer electronically, or as otherwise agreed between the parties of its rejection of a purchase order, along with a detailed and specific explanation for the rejection. In the event Buyer does not receive Seller's purchase order confirmation or rejection within said period, the Buyer has the right to withdraw such a purchase order. "Business Day(s)" shall mean a twenty-four (24) hours period during which business operations are usually conducted according to local legislation and Seller's internal regulations, other than weekends, Seller's annual closures or public holidays in the country of Seller's registration ("Non-working periods"). Seller shall inform Buyer of its Non-working periods at least six (6) months in advance. In the event that Seller fails to do so, those days shall be considered Business Days for the purpose of determining the expiry of any deadline set forth in these conditions.



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5.3 If, however, Seller notifies Buyer electronically or as otherwise agreed between the parties within the agreed timeframe that it accepts the purchase order with certain changes, such purchase order confirmation shall be deemed as a counteroffer from Seller, and Buyer has the right to object or discuss the proposed changes with the Seller before the dispatch of the products.

5.4 Buyer has the right to electronically amend or cancel a purchase order placed before the dispatch of the products.

5.5 Notwithstanding anything to the contrary stated herein, Seller shall not be entitled to reject any purchase order, if Seller has committed to volumes or delivery value.

### 6. PACKAGING AND MARKING

6.1 Seller shall - unless specific instructions on packaging have been communicated by IKEA Supply - ensure that the products are packaged to withstand delivery, damage and deterioration before the products reach their ultimate retail destination.

6.3 Seller shall only mark the products and packaging in accordance with instructions from IKEA Supply, including with respect to the use of the IKEA tradename and trademark.

### 7. TERMS OF DELIVERY

7.1 Seller shall ensure that it has received a list with relevant names, addresses and codes with reference to the place of delivery of IKEA Supply and Buyers before delivery of products.

7.2 The products ordered shall be timely dispatched in the agreed manner. Any agreed trade term in the purchase order shall be construed in accordance with Incoterms 2020. If no trade term has been specifically agreed, the delivery term shall be Free Carrier - FCA (Loading site - as indicated in the Purchase Agreement). Seller agrees to store the ordered products at its own risk and expense at Seller's premises until delivered to the party designated by the Buyer. Seller shall notify IKEA Supply and Buyer of the volume required for transportation of each consignment in the time

and form stipulated by Buyer. Seller shall solely be liable for (i) costs incurred for ordered but not utilised transportation capacities; and (ii) any demurrage or additional costs or charges occurred due to the Seller.

7.3 Seller shall ensure the safe and correct loading, and (if not otherwise instructed), seal all shipments before dispatch. Seller shall notify dispatch consignment details to Buyer in electronic form on the date of dispatch. The transfer of title of the products takes place when they are handed over to the first carrier designated by the Buyer, unless the parties agree otherwise.

7.4 Seller shall, without delays, obtain and supply certificates and/or declaration of origin including duplicates thereof to Buyer in a form required by Buyer at Seller's own cost. Seller shall defend, indemnify, and hold harmless any IKEA Indemnitees from and against any and all damages, costs and expenses (including reasonable attorneys' fees) incurred as a result of any cost, claim, demand, suit or proceeding brought by any third party against any IKEA Indemnitees, due to Seller's non-performance in respect hereof or inaccuracy of such certificates and/or declarations, including without limitation, any third-party claim, demand, suit or proceeding for property damage, personal injury and/or death.

7.5 Seller shall mark and separately store the ordered products so that the products do not become commingled with Seller's property.

7.6 Seller must notify Buyer immediately, electronically or otherwise in writing, in the event Seller is unable or anticipates it will be unable to meet an agreed delivery time by stating the underlying reasons for such inability, the proposed remedial measures and the date such inability is expected to end. Without prejudice to any legal, equitable or other rights or remedies that may be available to Buyer, Buyer may upon receipt of such notification at its sole discretion, cancel any purchase order or amend the purchase order to reflect a new delivery time.

7.7 Seller shall be liable in case of delays in delivery, and/or in case the products delivered do not

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correspond to the quantity and/or quality ordered under the purchase order.

### 8. SUB-CONTRACTORS

8.1 Should Seller contract any supplier or service provider in connection with the Purchase Agreement ("Sub-contractor"), Seller shall ensure that the provisions of the Purchase Agreement are fully complied with by any Sub-contractor. Seller shall remain primarily responsible and liable for the performance of every Sub-contractor according to the provisions of the Purchase Agreement, as well as non-performance of the obligations of the Seller under the Purchase Agreement. Seller shall defend, indemnify and hold harmless any IKEA Indemnitees, from and against any and all liability, damages, costs and expenses arising out of or in connection with Sub-contractor's non-performance of the provisions of the Purchase Agreement, including without limitation, any third-party claim, demand, suit or proceeding for property damage, personal injury and/or death.

### 9. SUPPLY CHAIN SECURITY

9.1 If Seller is involved in or carries out international deliveries of products to any Buyer, Seller shall prove its compliance with an approved supply chain security program such as ISO 28000, C-TPAT, AEO-F, or equivalent ("Approved Program(s)") within one (1) year from the execution of any purchase agreement between the parties.

9.2 Seller's compliance with an Approved Program may be attested through: (i) certification with an Approved Program; or (ii) a successful audit of compliance with an Approved Program. Should Seller choose to attest its compliance with an Approved Program through an audit, Seller shall obtain prior authorization from IKEA Supply on the choice of the Approved Program to be audited. In such a case, the compliance with an Approved Program shall be audited by a reputable international consulting/auditing company, at least every two (2) years.

9.3 Upon the renewal of the certificate of one of the Approved Programs, or upon successful re-audit, Seller shall send such documentation to IKEA Supply according to its instructions.

9.4 Should Seller fail to comply with this section 9 by the time frame set forth above; fail to maintain a certificate at any time during the validity of the Purchase Agreement; or fail to duly re-audit in the timeframe set forth above, it shall be considered a material breach of the Purchase Agreement.

9.5 Should Seller become aware of illegal contraband of goods and/or people or such attempt, in violation of the Approved Programs, Seller shall immediately inform IKEA Supply and Buyer as well as the proper and relevant governmental, federal, state/provincial or local authorities of such incident, giving accurate and detailed information. Further, Seller shall always adequately co-operate with relevant authorities.

9.6 Seller shall inform both IKEA Supply and Buyer every four (4) months of any further violation of the requirements under the Approved Program/s, regardless whether the violation is intentional or non-intentional.

### 10. EXPORT CONTROL AND SANCTION RULES

10.1 Neither any Buyer, Inter IKEA Company nor Seller shall be obliged to perform any obligation, nor be liable for any damage, cost or penalty, under the Purchase Agreement if this would be in violation of, inconsistent with, or could expose any Buyer, Inter IKEA Company, IKEA Franchisees, or Seller to punitive measures under any applicable export control, trade or economic sanctions, embargo or similar laws, regulations, rules, licenses, orders or requirements ("Export Control and Sanctions Rules").

10.2 Neither any Buyer, Inter IKEA Company, nor Seller shall do anything which would cause the other party to be in breach of the Export Control and Sanctions Rules and either party shall defend, indemnify and hold harmless the other party from any fines, damages, costs, losses, liabilities, fees and penalties incurred by the innocent party as a result of the errors, mistakes, failures or omissions of the party failing to comply with this section 10.

10.3 Failure by IKEA Supply or the Seller to comply with any part of this section 10 shall constitute a material breach of the Purchase Agreement. IKEA



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Supply or Seller shall have the right to terminate the Purchase Agreement in accordance with section 21 if any obligation under the Purchase Agreement is adversely impacted by any applicable Export Control and Sanctions Rules, including without limitation the listing of IKEA Supply or the Seller or any corporation or business entity that directly or indirectly is controlled by, or is under common control with that party (direct or indirect control means holding more than fifty percent (50%) of the voting shares or otherwise controlling the management, either by contract, special voting rights, voting trust agreements or otherwise), referred to as "**Affiliate(s)**", as a designated party under any applicable Export Control and Sanctions Rules.

### 11. IWAY COMPLIANCE COMMITMENT

11.1 Seller undertakes to implement, and at all times fulfil, all applicable requirements set forth in the latest edition of the IWAY Standard, including applicable sections and specifications, available at <https://www.inter.ikea.com/IWAY> ("IWAY Standard"), in accordance with the timelines set forth therein and/or as agreed by the parties, with the exception of the IWAY Must requirements (as defined in the IWAY Standard) which shall be implemented, in any case, from the date of first delivery. For avoidance of doubt, the term date of first delivery shall mean: i) in respect of new Sellers who have never delivered anything to IKEA Supply, the date on which these General Purchasing Conditions is signed; and ii) in respect of existing Sellers, the date under any agreement previously executed between Seller and any Inter IKEA Company, even if terminated. In the event that a new edition of IWAY Standard is available or a new section becomes applicable to the Seller, IKEA Supply shall inform the Seller about such new edition or new section. Seller acknowledges that the previously agreed edition shall remain in full force until the expiry of the IWAY Standard implementation period, as communicated by IKEA Supply to Seller. The new edition shall then replace the previous edition. In case of ambiguities or discrepancies, the order of precedence shall be as follows: (i) Purchase Agreement; (ii) the IWAY Standard; and (iii) these conditions.

11.2 Seller shall maintain a current and accurate mapping of its supply chain related to the products manufactured for IKEA Supply or the Buyer, including but not limited to contact details and locations of its Sub-contractors and suppliers

of raw materials and components, as well as, information about the source and origin of such raw materials and components which shall be made available to IKEA Supply or the Buyer upon request. Further, Seller shall at all times keep IKEA Supply informed about the location of the production facilities where products for IKEA Supply or the Buyer are manufactured, including by any Sub-contractor or supplier appointed by Seller. Moreover, Seller shall ensure that its own Sub-contractors contractually address and implement and verify the requirements from the IWAY Standard in its own value chain.

11.3 In accordance with section 13, for the purpose of verifying the Seller's compliance with the requirements of IWAY Standard, IKEA Supply and/or Buyer are also authorised to conduct an audit at Seller and/or Sub-contractors and/or their facilities, of the production, storage, packing, documentation and any other aspect of Seller's performance and/or compliance related to the Purchase Agreement and Seller shall ensure that IKEA Supply and/or Buyer has the same rights in relation to Seller's Sub-contractors.

11.4 Seller shall defend, indemnify, and hold any IKEA Indemnitee, harmless from and against any and all liability, damages, costs and expenses (including reasonable attorneys' fees) due to Seller's and/or Seller's Sub-contractors' breach of this section 11, including without limitation, any third-party claim, demand, suit or proceeding for property damage, personal injury and/or death.

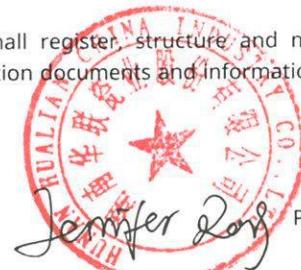
11.5 The obligations in this section 11 that are by their nature ongoing, shall survive the termination of the Purchase Agreement.

### 12. QUALITY COMPLIANCE COMMITMENT AND TRANSPARENCY

12.1 Seller shall manufacture and/or provide the products in strict compliance with section 3 above. Seller shall establish a documented procedure including a process to secure each of the requirements provided under section 3, as well as under this section 12, and appoint responsible functions for each requirement.

12.2 Seller shall register structure and maintain all verification documents and information required

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in the product specifications into the electronic platform as requested by IKEA Supply and/or Buyer unless otherwise agreed with IKEA Supply electronically or otherwise in writing. Such verification documents and information shall reflect the material, components and production setup used for each product in relation to the production date-stamp included in the product. Such documentation shall additionally specify the suppliers of the materials and components used in the products.

12.3 Seller shall secure that special process controls are implemented at any production unit as well as at Sub-contractors according to the requirements specified in: (i) the product specifications; and (ii) the special processes appendices that from time to time are handed over to Seller.

12.4 Seller shall perform final inspections as agreed electronically or otherwise in writing between the parties. The detailed content of the final inspection shall be determined on product level, based on Seller's internal as well as the quality key performance indicators of IKEA Supply, and shall include as a minimum: (i) inspection method; (ii) reference material to be used; (iii) sampling plan; and (iv) acceptance criteria. Seller shall document the results of the final inspection as agreed with IKEA Supply.

12.5 Seller shall secure that inspected non-conforming materials, components, and products are identified and separated, to avoid non-conforming products being delivered to IKEA and/or Buyer.

12.6 In case of any breach of this section 12, IKEA Supply may take any action which IKEA Supply deems relevant, including the termination of the Purchase Agreement or any purchase order with immediate effect by giving written notice to Seller, without incurring any liability or compensation whatsoever towards Seller.

12.7 In the event of termination of the Purchase Agreement, IKEA Supply shall have the right to inspect, or to appoint a third-party company to inspect, the final consignment before its dispatch by the Seller. This right is applicable, but not limited, to overseas deliveries. If such an inspection has not been conducted, by either IKEA

Supply or an appointed third party, for any reason, IKEA Supply shall be entitled to withhold: (i) the final payment due to the Seller under the Purchase Agreement, or (ii) a reasonable portion of the final payment, to secure any potential claims that could arise from the final consignment. This withholding shall remain in effect until the products are received by the Buyer and an inspection has been successfully completed.

12.8 In order to secure transparency of the IKEA Supply supply chain and compliance with applicable laws, regulations and rules, Seller shall become a member of a GS1 organisation and maintain such membership during the term of the Purchase Agreement. Seller undertakes to fully cooperate in meeting the needs of IKEA Supply in connection with the GS1 framework (including, but not limited to, providing to IKEA Supply and/or Buyer the Global Location Numbers for each relevant party and location in the IKEA Supply supply chain).

### 13. AUDITS

13.1 IKEA Supply shall be entitled to undertake, directly or indirectly through a third party appointed by IKEA Supply, a verification process, including announced and/or unannounced audits and inspections at the facilities of Seller and/or its Sub-contractors, of the production, storage, packing, documentation and any other aspect of Seller's performance and/or compliance related to the Purchase Agreement. Auditors appointed by IKEA Supply or Buyer to carry out audits at the facilities of Seller or its Sub-contractor shall be entitled to carry on confidential interviews with employees of Seller and its Sub-contractors. Auditors shall be entitled to undertake inspections of the quality of the products, either by way of testing samples of the products delivered by the Seller or by way of conducting tests at the Seller's premises.

13.2 Seller shall, and shall ensure that its Sub-contractors, cooperate with and provide any relevant information, documentation and records within a reasonable time period upon auditors' request. Each party shall bear its own costs connected to above-mentioned audits and inspections.

13.3 If during the undertaking of an audit IKEA Supply discovers a non-compliance to the Purchase Agreement by Seller and/or Seller's Sub-

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contractors, IKEA Supply reserves the right to demand from Seller the reimbursement of any cost incurred in relation to the audit, including any cost incurred in relation to any follow-up audit IKEA Supply should, at its sole discretion, deem necessary.

13.4 Seller shall maintain sufficient records to: (i) provide the information as may be required by IKEA Supply or any Buyer under the Purchase Agreement or any purchase order; (ii) provide proof of its compliance with any of the obligations under the Purchase Agreement; and (iii) provide the necessary information in order for IKEA Supply or any Buyer to fulfill any obligations pursuant to accounting, customs, company, taxation or other legislation. Seller undertakes to keep such originals available at all times, including after expiration or termination of the Purchase Agreement, for inspection and/or copying by IKEA Supply or any Buyer. All such records shall be retained in such format for such periods as stipulated in applicable laws or regulations but for a minimum of eleven (11) years. In any case, if the Seller ceases to exist, all such records shall be transferred to IKEA Supply or the relevant Buyer.

13.5 Seller undertakes to audit its Sub-contractors in order to ensure the proper fulfilment of the requirements and conditions of the Purchase Agreement, including, but not limited to, the requirements set forth in the IWAY Standard.

13.6 Seller shall defend, indemnify, and hold any IKEA Indemnitees harmless from and against any and all liability, damages, costs and expenses (including reasonable attorneys' fees) due to Seller's and/or Seller's Sub-contractors' breach of this section 13.

### 14. DEFECTIVE PRODUCTS, CLAIMS AND LIABILITIES

14.1 Products shall be free from defects in design, materials, workmanship, and shall strictly conform to the applicable product specification, and with any other instructions given under the Purchase Agreement, and under the relevant purchase order. Any product with a deviation in this regard including, but not limited to, quality, design, materials, product climate, documentation, marking, handling, product safety, product liability, non-infringement of Intellectual Property Rights within the meaning of

section 18.3 or similar, shall be a "Defective Product". Seller's liability for Defective Products is limited to defects which are discovered and brought to the attention of the Seller within a period of two (2) years from the date the product is delivered to IKEA Supply or Buyer, provided that this shall not apply in the case of: (i) any third-party claim, demand, suit or proceeding for property damage, personal injury and/or death allegedly caused by a Defective Product, or (ii) defects caused by Seller's negligence or misconduct, when in each case there shall be no time limit. IKEA Supply or Buyer shall not be deemed to have accepted any products until it had due time in the usual course of business to inspect the products following their delivery for: (i) any visual defects of the outside packaging of a product; and/or (ii) to verify that the quantity of products delivered correspond to the quantity ordered in the corresponding purchase order. Such timeline shall not apply to latent defects that are not readily discoverable by the initial inspection of IKEA duly executed as described above ("Latent Defects"). Latent Defects can be brought to the attention of the Seller at any point in time without undue delay upon discovery of such Latent Defect.

14.2 In case of a Defective Product or if the quantity of products delivered does not correspond to the quantity ordered in the respective purchase order (collectively "Quality Deviation"), IKEA Supply or Buyer shall without undue delay notify Seller electronically or otherwise in writing of the Quality Deviation, including a brief description of the defect or deviation. In case of a Quality Deviation notified by IKEA Supply or Buyer, Seller shall respond within five (5) Business Days of receipt of IKEA Supply or Buyer's notice whether Seller: (a) accepts, or rejects the Quality Deviation together with a justification for such rejection; (b) wishes to inspect such products, at its own cost at the place where the products with the Quality Deviation are located, or as communicated by IKEA Supply or Buyer; and (c) accepts the remediation action as proposed by IKEA Supply or Buyer and commits to carry out such remediation action in accordance with the deadline communicated by IKEA Supply or Buyer. If Seller wishes to inspect the Defective Products, it shall perform any such inspection within ten (10) Business Days of Seller's response to the notice of a Quality Deviation sent by IKEA Supply or Buyer, unless otherwise agreed between the parties. Following such inspection, the Seller shall notify IKEA Supply or Buyer within five (5) Business Days from inspection in regard to (a) and (c) as described above. If the Seller does not agree with

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a proposed remediation action, Seller shall propose an alternative action within the aforementioned five (5) Business Days, whereas such alternative action shall be completed in accordance with the deadline communicated by IKEA Supply or Buyer. Such alternative action needs to be accepted or rejected by IKEA Supply or Buyer without undue delay. In the event that: (i) a response has not been received, not received in time, is incomplete or the remediation has not been completed by the relevant deadline; or (ii) the final resolution and remediation of a Quality Deviation takes longer than three (3) months unless a longer deadline was explicitly agreed by the parties, such failure shall constitute Seller's acceptance of the Quality Deviation and entitle IKEA Supply or Buyer to perform, at its own discretion and without any further notice to Seller at the sole cost of the Seller, the remediation action chosen by IKEA Supply. Any such actions do not entitle Seller to any compensation.

14.3 Seller shall remedy any Quality Deviation without undue delay and at its own cost and risk, including, but not limited to, costs of transportation, and by the agreed deadline as further outlined in section 14.2. A Quality Deviation entitles Buyer and IKEA Supply to cancel any subsequent purchase order for the relevant products, and/or remove the related products from the range of products under the Purchase Agreement. Seller undertakes to defend, indemnify and hold harmless IKEA Indemnitees, for any and all liability, damages, claims, costs and expenses (including reasonable attorney's fees) which might incur out of or in connection with any products with Quality Deviation supplied by Seller hereunder, including without limitation any third-party claim, demand, suit or proceeding for property damage, personal injury and/or death.

14.4 If the product with Quality Deviation is returned to Seller, Seller shall not be entitled to use such products for commercial or non-commercial purposes. Upon request from Seller, Buyer shall, on Seller's account, dispose of products with Quality Deviations according to Seller's instructions at Seller's cost.

14.5 In the case of any claims by Seller's employees, Sub-contractors, customers or other third parties for property damage, personal injury or death arising from or in any way related to work with or exposure to an allegedly Defective Product, Seller shall notify IKEA Supply and Buyer by electronic

means or otherwise in writing of the defect in the products, including a brief description of the alleged defect.

14.6 When a product with a Quality Deviation has been remedied by repair or replacement, Seller shall remain liable for defects in the repaired or replaced product under the same terms and conditions as those applicable to the original product with the Quality Deviation, and a new period of warranty shall commence for such repaired or replaced product. IKEA Supply and Buyer's rights set out in sections 14.2 and 14.8 remain reserved.

14.7 In case of delays in delivery or of any extra costs related to delays in delivery, where Seller is deemed to be the causing party, (collectively "Logistic Deviation"), IKEA Supply or Buyer shall without undue delay notify Seller electronically or otherwise in writing of the Logistic Deviation, including a brief description of the deviation. In case of a Logistic Deviation notified by IKEA Supply or Buyer, Seller shall respond within five (5) Business Days of receipt of IKEA Supply or Buyer's notice whether Seller accepts, or rejects the Logistic Deviation together with a justification and evidence for such rejection. In the event that a response has not been received, not received in time, or is incomplete, such failure shall constitute Seller's acceptance of the Logistic Deviation. Consequently, IKEA Supply or Buyer shall be entitled to invoice Seller for any costs incurred due to delays in delivery.

14.8 If Seller does not fulfil its obligations under sections 14.2 and 14.7, or if the defect is considered to be substantial to IKEA Supply, or Buyer, or if the Quality Deviation or Logistic Deviation are of a repeated or serial nature IKEA Supply may with immediate effect terminate, without compensation to Seller, any Purchase Agreement and/or purchase order by a notice made in writing to Seller.

14.9 Pending Seller's remedy of the Quality Deviation by Seller or settlement of any claim, IKEA Supply, any Buyer, or any Inter IKEA Company shall be entitled to set-off or withhold an equivalent amount due to Seller, under the Purchase Agreement or under any other agreement between Seller and IKEA Supply or Buyer or any Inter IKEA Company.



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14.10 Seller shall defend, indemnify, fully reimburse and hold harmless any IKEA Indemnitees, for any and all liability, losses, damages, costs, and expenses (including reasonable attorneys' fees), arising out of any claims by, or on behalf of, or any liability in connection with, any Seller Personnel relating to his or her employment, including but not limited to working conditions and/or the termination of employment. For the purposes of this section 14, Seller Personnel shall mean all employees, agents, consultants and contractors of Seller, any Affiliates of Seller and any Sub-contractors.

14.11 To the extent that the recall, withdrawal or sale stop of a product is resulting from the acts or omissions of Seller and/or Seller's Sub-contractors, as further outlined in this section 14, Seller shall fully defend, indemnify and hold harmless any IKEA Indemnitees for all liability, damages, costs and expenses (including reasonable attorneys' fees) caused by such measures, including, but not limited to, logistics costs, and the value of the affected Products. Seller undertakes to fully assist all Buyers and IKEA Supply in the implementation of any such measure. Seller shall promptly inform Buyer and IKEA Supply if Seller considers that any such measures are needed.

### **15. INSURANCE**

15.1 Seller shall obtain and maintain, at its own cost and expense, a valid insurance with reputable licensed insurers for the duration of the Purchase Agreement. Such insurance shall provide coverage for Seller's and its Sub-contractors' operations and their liability under any purchase order and the Purchase Agreement and it shall be an amount not less than the estimated annual value of the Purchase Agreement.

15.2 Seller shall, upon request by Buyer or IKEA Supply, provide a certificate of insurance, giving evidence of such insurance in a form acceptable by Buyer or IKEA Supply.

15.3 The minimum limit set forth in this section 15 do not in any way limit any indemnity obligation or other liability of Seller under the Purchase Agreement

### **16. PRICES AND PAYMENT CONDITIONS**

16.1 Seller shall supply products to Buyer at the prices set forth in the Purchase Agreement (the "Price(s)"). The costs of packing, marking, and any additional costs associated with certificates, declarations, documentation and regulatory compliance are included in the price.

16.2 Unless otherwise agreed between the parties, Seller shall issue an invoice not earlier than with the dispatch of the product and payment shall be made within thirty (30) days after receipt of a valid and correct invoice, with the exception of any disputed invoices and/or the inspection pursuant to section 12.7. Buyer shall notify Seller of any disputed invoice and the parties shall negotiate in good faith to resolve such dispute within thirty (30) days of Buyer's receipt of the disputed invoice, or such other period agreed to by the parties. Failure to pay an unresolved disputed invoice shall not be deemed a breach of the Purchase Agreement by Buyer and will not relieve the Seller from its commitment to continue to supply products under the Purchase Agreement.

16.3 Any Inter IKEA Company may set-off any amount payable to Seller under any agreement between Seller and IKEA Supply or Buyer or any Inter IKEA Company, where default or a breach has occurred caused by Seller in relation to the Purchase Agreement or any other agreement between Seller and IKEA Supply or Buyer or any Inter IKEA Company.

### **17. CONFIDENTIALITY**

17.1 Except for disclosure by IKEA Supply to IKEA Franchisees and disclosure by either party to advisors, Sub-contractors, Affiliates and Buyers on a need-to-know basis in the performance of the Purchase Agreement or to the extent reasonably required for any purchasing and sourcing project in addition to the Purchase Agreement, neither party shall, during the term of the Purchase Agreement and thereafter, disclose to any third party any technical, commercial or other information of a confidential nature pertaining to the other party and shall not use such information other than for the agreed purpose. Seller undertakes to ensure that this provision is complied with by any Sub-contractor of Seller. The information regarding the existence of the Purchase Agreement, its parties and addresses (including manufacturing units) shall

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not be considered confidential. In addition, IKEA Supply has the right to disclose (including on its website) for supply chain transparency reasons, Seller's name, address, production locations and product types.

17.2 Notwithstanding anything to the contrary in section 17.1, the disclosure of confidential information by a party shall not be precluded if such disclosure is required to be made under applicable law or regulation or in response to a valid order of a court or other governmental body of competent jurisdiction, provided that the party which is bound by aforesaid law, regulation or order shall give prompt notice to the other party prior to such disclosure, so that it may take appropriate steps to protect its interests, including seeking to obtain, at its sole cost and expense, a protective order.

17.3 A party that discloses confidential information of the other party to its Sub-contractors, or Affiliates shall remain liable for any breach of this section 17 by such Sub-contractor or Affiliate.

17.4 Seller and any of its Sub-contractors, or Affiliates shall return, destroy and/or permanently delete all IKEA Supply, Buyer's or any Inter IKEA Company's trade secrets and confidential information upon termination or expiration of the Purchase Agreement or otherwise immediately upon request by IKEA Supply during the term of the Purchase Agreement.

### 18. INTELLECTUAL PROPERTY RIGHTS AND INFRINGEMENT

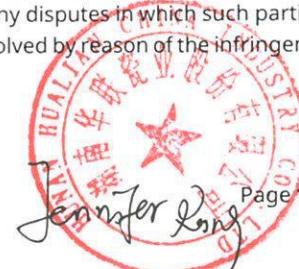
18.1 Seller shall not, and shall ensure that any third party engaged by Seller shall not, use any IKEA logotype, trademark, trade dress or product name, or any other Intellectual Property Right of IKEA Supply, any Inter IKEA Company or their licensors, unless, and if so to the extent, strictly necessary for the fulfilment of the Purchase Agreement. Seller shall, and shall ensure that any third party engaged by Seller shall, immediately cease and desist from the use of any IKEA logotype, trademark or other Intellectual Property Right of IKEA Supply, any Inter IKEA Company or their licensors, upon termination or expiration of the Purchase Agreement.

18.2 Seller shall not be involved in any actions or omissions that in any way disparages or reflects adversely on the reputation and goodwill of IKEA Supply, its Affiliates, any Inter IKEA Company, IKEA Franchisees or other IKEA entity, including the IKEA concept, any IKEA trademarks, trade dress and/or other distinctive features. Any breach of this obligation is considered to be a non-remediable material breach of the Purchase Agreement.

18.3 Seller shall be solely responsible for ensuring that any Seller Model and any Mixed Model Seller Technologies and Components (including as incorporated in a Mixed Model), and their respective use, do not directly or indirectly infringe the Intellectual Property Rights of any third party. Seller shall without undue delay inform IKEA Supply and Buyer of any such potential infringement. IKEA Supply shall notify Seller without undue delay of any claim, suit or proceeding in connection with a Seller Model or any Mixed Model Seller Technologies and Components. Seller undertakes, at its sole cost and expense, to defend, indemnify and hold harmless IKEA Indemnitees against and from any and all allegations, losses, damages, or costs of any nature (including, but not limited to, attorneys' fees and expenses and applicable court fees) incurred as a result of any claim, suit or proceeding against IKEA Indemnitees alleging that the manufacture, import, export, sale, marketing or use of the Seller Model, the Mixed Model Seller Technologies and Components, or the Mixed Model as a consequence of incorporation of the Mixed Model Seller Technologies and Components, constitutes an infringement of any Intellectual Property Rights of a third party. In the event that the Seller Model or any part thereof, the Mixed Model Seller Technologies and Components, or the Mixed Model as a consequence of incorporation of the Mixed Model Seller Technologies and Components, is alleged or held to constitute an infringement, Seller shall, at its own expense and at the option of IKEA Supply, either: (a) procure for IKEA Indemnitees the right to continue the sale of the products; or (b) replace the Seller Model or the relevant Mixed Model Seller Technologies and Components to make the Seller Model, the Mixed Model or the Mixed Model Seller Technologies and Components non-infringing, while still maintaining equivalent functionality and performance, to the satisfaction of IKEA Supply. Seller shall fully cooperate with IKEA Indemnitees regarding any disputes in which such parties may become involved by reason of the infringement or

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at the request of IKEA Indemnitees, take over the defense of any such dispute.

18.4 Seller acknowledges that one or more Inter IKEA Company has the right to take action against third parties that may infringe any Inter IKEA Company's Intellectual Property Rights. The Inter IKEA Company shall have the sole right to direct and control any proceeding or litigation involving any Inter IKEA Company's Intellectual Property Rights, and Seller shall refrain from taking any steps that may prejudice any Inter IKEA Company's rights.

### 19. FORCE MAJEURE

19.1 Each party is relieved from liability for a failure to timely perform any of its obligations herein due to any of the following causes beyond its control and which could not be reasonably foreseen upon the execution of the Purchase Agreement and any purchase order: any circumstance beyond the reasonable control of the parties such as fire, war, general mobilisation or unforeseen military mobilisations to a similar extent, requisition, seizure, currency restrictions, insurrection and civil commotion as well as compliance with lawful decisions by local, regional, national or supranational governing bodies ("Force Majeure"). A party affected by such an event shall immediately notify the other party thereof in writing. If the delivery is delayed for more than seven (7) calendar days by reason of Force Majeure, the party not in default shall be entitled to cancel any purchase order with immediate effect by giving notice in writing.

19.2 Seller shall use its best efforts to mitigate any detrimental effects to IKEA Supply, Buyer and/or any Inter IKEA Company in the event of a Force Majeure situation.

19.3 IKEA Supply and/or any Buyer shall be entitled to terminate the Purchase Agreement or cancel any purchase order with immediate effect by notice in writing to Seller, if delivery of products in any material part thereof is delayed due to Force Majeure lasting for at least thirty (30) days.

### 20. ANTI-CORRUPTION COMMITMENT

20.1 Seller is aware of and will comply with anti-corruption laws and regulations. This means all

applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit corruption, bribery and connected crimes. Where relevant, this also includes applicable laws that have extraterritorial effect.

20.2 No Seller may directly or indirectly request, accept or receive benefits from, or offer or give benefits to, the Inter IKEA Group or its employees and other individuals acting under the authority of, and responsible to Inter IKEA Group ("Co-workers"), regardless of the relative economic value of such benefits. This applies even if such benefit is allowed and/or considered customary in the country in question. The benefits as referred to above include but are not limited to (a) cash, including valuables that could easily be turned into cash; (b) any advantages, benefits or favours; (c) shareholder status in any company, or group of companies, (d) products, components, goods or services, (e) loans; (f) employment or awarding contracts to Co-workers or their family members with the intention to affect the co-worker's actions; (g) gifts of any kind (with the exception of small advertising or promotional items, with no commercial value or normal business courtesies, such as a meal, provided that it is not so lavish that it may affect the co-worker's proper discharge of his or her duties. Seller shall inform IKEA Supply at the following email address: [ethicsandintegrity@inter.ikea.com](mailto:ethicsandintegrity@inter.ikea.com), if it becomes aware of any attempt or request from any co-worker of any Inter IKEA Company or Buyer to receive or offer benefits, or any corruption-related claims towards the Seller.

20.3 Seller shall ensure that its officers, directors, ultimate beneficial owners, representatives, agents, consultants, Sub-contractors, employees and Affiliates are aware of and comply with this section 20.

20.4 In case of any breach of this section 20 IKEA Supply may terminate the Purchase Agreement or any purchase order with immediate effect giving a written notice, without incurring any liability or compensation whatsoever towards Seller.

### 21. TERMINATION

21.1 Either party shall have the right to terminate the Purchase Agreement by giving the other Party written notice according to the period of notice established in the Purchase Agreement. Seller

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shall not be entitled to any compensation in respect of such termination. The terms and conditions of the Purchase Agreement will remain applicable to any purchase order executed prior to the effective date of termination of the Purchase Agreement.

- 21.2 Either party may terminate the Purchase Agreement with immediate effect and any Buyer may cancel any purchase order without incurring any liability in the event that the other party: a) becomes or is deemed to be insolvent; b) makes an assignment for the benefit of the creditors; c) becomes subject to direct control of a trustee, receiver or similar authority; d) is subject to any liquidation, bankruptcy, receivership or trustee proceedings; e) terminates or suspends its business activities; or f) commits a material or repeated breach of any term or condition of the Purchase Agreement, its appendices, or any purchase order which, as determined by the non-defaulting party, is not remedied (if such breach is remediable) within thirty (30) calendar days after receipt of notice thereof.
- 21.3 Should Seller be subject to a change of ownership or breach any of its obligations under sections 11 - IWAY Compliance Commitment, or 13 - Audits, IKEA Supply shall further be entitled to terminate the Purchase Agreement or any purchase order with immediate effect giving written notice, without incurring any liability or compensation whatsoever towards Seller.
- 21.4 Expiration or termination of the Purchase Agreement shall not relieve the parties respectively of their outstanding and unfulfilled obligations or liabilities under the Purchase Agreement, or any purchase order, unless specifically cancelled by the party requesting the termination. Any and all terms and conditions of the Purchase Agreement that expressly or by their nature and context are intended to survive termination shall so survive, including but not limited to the following sections: (i) 10 - Export control and sanction rules; (ii) 14 - Defective Products, claims and liabilities; (iii) 17 - Confidentiality; (iv) 18 - Intellectual property rights and infringement; (v) 21 - Termination; (vi) 22 - Data Protection; (vii) 23 - Miscellaneous; and (viii) 24 - Governing law and dispute resolution.

## 22. DATA PROTECTION

- 22.1 The parties shall comply with all applicable data protection laws and regulations. For the purpose of the Purchase Agreement "Personal Data" means any information relating to an identified or identifiable natural person.
- 22.2 The parties acknowledge and agree that the processing of Personal Data in connection with the Purchase Agreement, including in the context of the performance of a specific and individual Order, is done in the capacity of independent controllers and warrant that they have the necessary legal basis to process Personal Data relating to their respective employees, including providing it to the other parties, as the case may be.
- 22.3 The parties shall provide each other with any reasonably requested assistance to comply with all applicable data protection laws and regulations related to Personal Data processed in connection with the Purchase Agreement. This may include, but is not limited to, agreeing on additional contractual safeguards in connection with the transfer or other processing of Personal Data (e.g., recognised standard contractual clauses) or provide any reasonably requested assistance in case of data subjects or the supervisory authority exercising their rights and powers.
- 22.4 If Personal Data that one party has received from the other in connection with the Purchase Agreement is transferred to a Sub-contractor, sub-processor or other third party, the transferring party shall ensure that the transfer and the receiving party complies with the applicable laws and this section 22.
- 22.5 Before transferring Personal Data to IKEA Supply, any Buyer or any Inter IKEA Company, the Seller shall make sure that all affected data subjects have been informed about the transfer and present them with any information or document (e.g. privacy notice) provided by IKEA Supply, any Buyer or any Inter IKEA Company, as applicable. IKEA Supply, any Buyer or any Inter IKEA Company shall present to all their affected employees, any information or document provided by the Seller that relates to processing of the employee's Personal Data in compliance with applicable data protection law (e.g. privacy notice).



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22.6 The Seller may, electronically or otherwise, process Personal Data received from IKEA Supply, any Buyer or any Inter IKEA Company or otherwise in the performance of the Purchase Agreement only as necessary for the performance of the Purchase Agreement or as required by applicable law. With regard to such Personal Data, the Seller further undertakes to: (i) keep it confidential; (ii) protect such Personal Data with appropriate technical and organizational measures to ensure compliance with this section 22 and an adequate level of data security; and (iii) without undue delay report any data breach to IKEA Supply, any Buyer and any Inter IKEA Company, as applicable, and provide any reasonably requested information and assistance.

22.7 In case the Seller were to process Personal Data on behalf and upon request of IKEA Supply, any Buyer and/or any Inter IKEA Company, the Seller shall enter into a data processing agreement with IKEA Supply, any Buyer or any Inter IKEA Company, as applicable. Such data processing agreement shall fulfil the requirements of any applicable data protection legislation as reasonably determined by IKEA Supply, including with regard to technical and organizational measures of data security. The right of IKEA Supply, Buyer or any Inter IKEA Company to request a data processing agreement with the Seller shall also apply when IKEA Supply, any Buyer and/or any Inter IKEA Company processes Personal Data on behalf of the Seller for the fulfilment of the Purchase Agreement.

22.8 IKEA Supply, any Buyer and/or any Inter IKEA Company shall be entitled, regarding any aspect of Seller's compliance with its obligations set forth in this section 22 to: (i) audit, themselves or through third party auditors, no more than once per calendar year or at any time in the case of any reasonable suspicion of non-compliance; and/or (ii) request information, and Seller shall duly support any such audit and/or request. Should the Seller be in breach of any of its undertakings stipulated in this section 22, IKEA Supply shall have the right to immediately terminate the Purchase Agreement and/or any purchase order and/or any Buyer shall have a right to immediately terminate any purchase order. Seller shall defend, indemnify, and hold IKEA Indemnitees, their employees and any other data subject, harmless from and against all losses, liability and costs due to Seller's or their Sub-

contractors' breach of this section 22 or any applicable data protection laws.

### 23. MISCELLANEOUS

23.1 Seller warrants that in compliance with its obligations set forth in the Purchase Agreement Seller shall at all times comply with all relevant national and international laws, conventions, regulations and provisions applicable in the country of production, as well as with the requirements specified in the Purchase Agreement and its appendices.

23.2 If any provisions of the Purchase Agreement, or any portion thereof, is or becomes invalid or unenforceable, the remainder of these conditions shall not be affected, and such provisions shall be valid and enforceable or shall be modified to reflect the parties' original intent.

23.3 A party's failure to enforce a provision at any time shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has operated as a waiver of any such right, power or privilege by such party.

23.4 The parties agree that the Purchase Agreement, these conditions, the appendices and any amendments to them may be signed by electronic means, i.e. by an authenticated and non-authenticated electronic signature, e.g. via the DocuSign service ([www.docusign.com](http://www.docusign.com)) with electronic signatures and the internal procedures of such service for identifying the parties. The parties agree that whatever form the electronic signature may take, the method of electronic signature is the same as handwritten signatures and is taken as conclusive of the Parties intention to be bound. The parties therefore agree not to contest the validity, enforceability or binding effect of the Purchase Agreement, these conditions, the appendices and any amendments to them, on the grounds that they were signed electronically and agree that they shall be fully admissible and used as evidence as originals.

23.5 The Purchase Agreement together with these conditions and any appendices sets out the entire



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agreement and understanding between the parties and supersedes all prior agreements and understandings, verbal or written, between the parties relating to the subject matter of the Purchase Agreement.

23.6 Unless otherwise specified in the Purchase Agreement, any legal notice, including but not limited to breach notices, termination notices, dispute notifications, and/or claims, shall be in English and in writing and delivered by: a) personal delivery; or b) sent by registered prepaid mail to the addresses as stated in the Purchase Agreement, with an email copy to the Reference Contact stated in the Purchase Agreement. For the avoidance of doubt, the email copy of any notice is for reference only and shall not be a prerequisite for the validity of notice under the Purchase Agreement. The notice shall be deemed received: a) if delivered by personal delivery, upon receipt; or b) if sent by registered prepaid mail, five (5) business days from the date of dispatch.

23.7 Seller undertakes to notify IKEA Supply of any planned modifications to Seller's corporate form (its legal structure) or a name change at least one (1) month prior to the modification taking effect. Furthermore, Seller shall without undue delay provide IKEA Supply with the updated company registration documents.

#### 24. GOVERNING LAW AND DISPUTE RESOLUTION

24.1 The Purchase Agreement and any purchase order shall in all respects be governed by and construed in accordance with the substantive laws (without regard to its conflict of law provisions) in the country/state where IKEA Supply is domiciled. The United Nations Convention on Contracts for the International Sale of Goods is expressly and entirely excluded.

24.2 Any dispute, controversy, or claim arising out of, or in connection with the entire business relationship between the parties, including regarding the validity, invalidity, breach or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre in force on the date on which the notice of Arbitration is submitted in accordance with those Rules. The number of arbitrators shall be one. The seat of the arbitration shall be Zurich, Switzerland. The arbitral proceedings shall be conducted in

English. The time limit with respect to the designation of an arbitrator shall be fifteen (15) days. If the circumstances so justify, the Court may extend or shorten the above time limit. The Expedited Procedure shall apply. The arbitration award shall be final and binding upon the parties. Notwithstanding the above, the parties may agree at any time to submit the dispute to mediation in accordance with the Swiss Rules of Commercial Mediation of the Swiss Chambers' Arbitration Institution.

Pratteln

20. Okt. 2025

IKEA Supply

Place and date:



Signature and stamp

IKEA Supply AG  
Grüssenweg 15  
CH-4133 Pratteln  
Switzerland

MICHAEL NIELSEN  
DIRECTOR

Sven Skådinn  
Authorised Signatory

SELLER

Place and date: LiZing, China, 2025/8/26



Signature and stamp



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