

GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

1. Definitions

The following definitions shall apply to these terms and conditions:

Affiliate means any holding company of Lowell and any subsidiary of Lowell or of any such holding company from time to time;

Associated Person means in relation to a party, any employees, officers, servants, representatives, agents, contractors, sub-contractors or consultants or subsidiary undertakings which perform services for or on behalf of and/or supplies goods to that party;

Contract means the contract between **Lowell** and the **Company** comprising: (i) these terms and conditions; (ii) any signed Specific Terms To The General Terms And Conditions For The Supply Of Goods And Services ("Specific Terms") ("Specific Terms") (iii) any Purchase Order(s); and (iv) any other documents specified in a Purchase Order or Specific Terms. If there is any inconsistency between documents comprising the Contract, they shall take precedence in the order listed above;

Data Protection Laws means any applicable law which relates to the protection of individuals with regards to the processing of personal data;

Deliverables means any output created, developed, written or prepared by the Company or the Company's agents, contractors and employees on whatever media for the purposes of or in connection with any Services including, without limitation, any and all reports, studies, data, databases, diagrams, charts, specifications, software, pre-contractual and contractual documents and all drafts thereof and working papers relating thereto;

GDPR means Regulation (EU) 2016/679;

Goods means any goods specified in a Purchase Order or Specific Terms including any instructions or handbooks and Deliverables;

IPR means all intellectual property rights of whatever nature, registered or unregistered, which subsist or will subsist now or in the future in any part of the world, in relation to the goods or services under the Contract. **Lowell Materials** means any and all documents (included but not limited to samples, drawings, designs, information or data) provided by Lowell or an Affiliate to the Company for the purpose of the Contract; or obtained or developed by the Company in connection with the Contract;

Laws means all applicable laws and regulatory requirements, court and authority decisions, and good business practice, which applies to the relevant Market Territory for the Contract;

Lowell means Lowell Nordics Oy, registered under the laws of Finland with corporate identity number 2788135-4 and having its office at the address Joukahaisenkatu 6, 20520 Turku, Finland (mail address P.O Box 20, 20100 Turku) or any of its Affiliates, unless stated otherwise in a Purchase Order;

Market Territory means the relevant market territory for the Lowell Affiliates, each separated by country borders (i.e. Sweden, Denmark, Finland and Norway).

Purchase Order means a written purchase order issued by Lowell or an Affiliate to purchase Goods and/or Services from the Company;

Services means any services (including any Deliverables) specified in a Purchase Order or in any document specified in a Purchase Order or in any Specific Terms;

Service Levels means any service levels specified in a Purchase Order or in any document specified in a Purchase Order or in any Specific Terms;

Company means the legal entity to whom the Purchase Order is issued;

Working Day means Monday to Friday, excluding any public holiday in the relevant Market Territory for the Purchase Order.

2. Conditions Applicable

2.1 The Contract governs the purchase of Goods and/or Services. No additional or alternative terms submitted by or referred to by Company will form part of the Contract (in which these terms and conditions shall be deemed incorporated) unless agreed otherwise in writing by Lowell. If a written agreement ("Existing Agreement") already exists between Company and Lowell (or any Affiliate) regarding the Goods and/or Services being provided by Company, that Existing Agreement shall apply to the extent that it relates to those Goods and/or Services being provided and these terms and conditions shall not replace, supplement or otherwise vary that Existing Agreement in any way.

2.2 Each Purchase Order shall be deemed to be an offer to buy Goods and/or Services from Company subject to terms of the Contract. Save where the mode of acceptance is expressed in the Purchase Order, the Purchase Order shall be accepted by Company either by expressly giving notice of acceptance to Lowell or impliedly by fulfilling the Purchase Order (in whole or in part), commencing any activities to fulfil the Purchase Order (in whole or in part) or otherwise acting in a manner which suggests Company's agreement to supply the Goods and/or Services to Lowell, whichever is the earlier. Lowell shall be entitled to withdraw any Purchase Order at any time before it is accepted by Company.

2.3 The Contract shall commence upon acceptance of a Purchase Order and shall continue in force for such period set out in the Purchase Order or in any Specific Terms or where no such period is set out, for such period until Company have discharged Company's obligations under the Contract.

3. Company Obligations

3.1 In addition to any statutory implied terms in favour of Lowell and the Affiliates, Company agree that the Goods and/or Services:

3.1.1 will be free from defects including in design, materials and workmanship and will conform with the Contract and any standards, specification, description or sample provided to Company by Lowell and/or any Affiliate;

3.1.2 will comply with all applicable laws;

3.1.3 will include any appropriate licence permission and/or waiver of rights to use any connected IPRs in relation to them which, unless otherwise agreed in writing, shall be on a royalty-free, perpetual, worldwide and irrevocable basis.

3.1.4 Company shall maintain a complete set of records to trace the supply chain of all services provided to Lowell in connection with the Contract;

3.1.5 Company shall comply with the Lowell Group Supplier Code of Conduct www.lowell.com/suppliers

4. Supply of Goods and/or Services

4.1 Goods shall be delivered and Services shall be provided according to what is stated in the Purchase Order and Company shall notify Lowell in writing, immediately in the event of any anticipated delay.

4.2 If Company fail to deliver the Goods and/or perform the Services by the applicable date, Lowell will be entitled to, without limiting or affecting other rights or remedies available to it: (i) terminate the Contract with immediate effect by providing Company written notice, (ii) recover from Company any costs it incurs in obtaining replacement goods and/or services from a third party, (iii) require a refund from Company of sums paid in advance for Services that Company have not provided and/or Goods that Company have not delivered; and (iv) claim damages for additional costs, loss or expenses incurred by Lowell which are in any way attributable to Company's failure to meet such dates.

4.3 Unless otherwise provided in a Purchase Order, Goods shall be delivered at no extra cost to Lowell.

4.4 Where Lowell has agreed to accept delivery by instalments, Lowell shall be entitled to reject all instalments in the event of non-performance in respect of any instalment. Notwithstanding the foregoing, Lowell shall be entitled to treat each instalment as a separate contract and to accept one but not others.

4.5 Company shall provide the Services in accordance with any applicable Service Levels.

5. Title and Risk

5.1 Risk in the Goods shall pass to Lowell on acceptance in accordance with Clause 7. Risk in any Goods rejected by Lowell shall revert to Company immediately upon notice of rejection being served.

5.2 Without prejudice to Lowell's right to reject Goods, title in the Goods shall pass to Lowell upon delivery, unless payment for the Goods is made prior to delivery in which case it shall pass to Lowell on payment.

6. Terms of Payment

6.1 The price of the Goods and/or Services shall be specified in the Purchase Order and exclusive of VAT, other taxes, official charges and duties. On receipt of a Purchase Order Company shall notify Lowell immediately of any errors or omissions in the price.

6.2 Unless otherwise agreed, a separate invoice will be rendered against each Purchase Order and must quote the relevant Purchase Order number and the Company name, as part of the invoice reference.

6.3 Invoices relating to the Contract shall be sent by eInvoice or PDF e-mail invoice (paper invoice are not accepted), to the following addresses (as Lowell may reasonably require from time to time), in the Market Territory **Finland**: eInvoice through Finvoice/address:003701403514/operator:Apix messaging/operatorID:003723327487, eInvoices via PEPOL/0037: 003701403514, PDF invoices: ap.fi@lowell.com; in the Market Territory **Sweden**, eInvoice through Samtrafik address: 7300009038879/operator:Apix messaging, eInvoices via PEPOL0088:7300009038879 or PDF invoices: ap.se@lowell.com; in the Market Territory **Norway**, eHF invoices through ELMA or PDF invoices: ap.no@lowell.com; in the Market Territory **Denmark**, PDF invoices: ap.dk@lowell.com.

6.4 Lowell shall pay properly rendered, valid and undisputed invoices within thirty (30) days of receipt of such invoices.

6.5 Lowell shall be entitled at any time and without notice, to set off any sums due from Company to Lowell, whether arising from the Contract or otherwise, against any sums due from Lowell to Company under the Contract.

6.6 If Lowell fails to pay a properly rendered, valid and undisputed invoice within thirty (30) Working Days after receipt, Company may charge apply fee, according to applicable laws in the relevant Market Territory for payment reminder, collection charges and interest in accordance with applicable laws in the relevant Market Territory.

6.7 Company may only render invoices upon discharge of the Company's obligations under the Contract unless otherwise expressly stated in the Purchase Order or in any Specific Terms.

7. Inspection and Acceptance

7.1 Lowell shall not be deemed to have accepted any Goods until it has inspected and tested the Goods after delivery. Inspection and/or testing shall take place within a reasonable time of delivery.

7.2 Where any Goods do not comply with the Contract, Lowell shall have the right to:

7.2.1 require Company, at Company's own expense, to promptly perform such work to render the Goods acceptable or replace the Goods with goods that conform with the Contract or Purchase Order (as applicable) whilst maintaining the agreed delivery schedule;

7.2.2 if repair or replacement under Clause 7.2.1 is not complete within a reasonable time, reject such Goods and terminate the Contract in whole or in part.

7.3 Company shall be liable for, and where necessary reimburse Lowell for, expenses which Lowell or any Affiliate has incurred in inspecting and/or acceptance testing Goods which are subsequently rejected, the cost of returning such Goods to Company and any other costs Lowell has incurred in connection with the rejected Goods.

7.4 In the event of rejection Company shall promptly repay to Lowell any sums already paid to Company in respect of such rejected Goods.

8. Variations

8.1 Lowell shall have the right at any time by notice in writing, to add to, omit or otherwise vary Purchase Orders and Company shall use Company's best endeavours to carry out such variations as if they had been originally stated in such Purchase Orders.

8.2 On receipt of a notice of variation in accordance with Clause 8.1 Company shall notify Lowell in writing, without delay: (i) of any consequential adjustment in the price of the Goods and/or Services; and/or (ii) if variation of the Contract would or is likely to prevent Company from fulfilling any of Company's obligations under the Contract.

8.3 On receipt of notice from Company in accordance with Clause 8.2 Lowell shall notify Company in writing, whether or not to continue with the variation. Until Lowell confirms the variation the Contract shall continue as if the instruction to vary had not been given.

9. Intellectual Property Rights

9.1 Unless the Purchase Order or any Specific Terms provides otherwise, in respect of IPR which is pre-existing or arising in respect of the Contract:

9.1.1 Company's pre-existing IPR and Company's skills, methodology or know-how and any IPR which has not specifically been commissioned by Lowell shall remain vested in Company, but without prejudice to any licence granted under Clause 3.1.3 and

9.1.2 any IPR created by the Company or on Company's behalf for Lowell or any Affiliate (including artwork, designs and text) shall vest in Lowell and Company hereby assign such IPR to Lowell with full title guarantee. Company shall ensure that IPR created by the Company's agents, employees and/or sub-contractors vests in Lowell and shall do all such things necessary to effectively vest IPR with Lowell.

9.2 The Company shall indemnify Lowell against any and all claims, liability, loss, damages, costs (including reasonable legal costs) and expenses which Lowell may incur arising from any claim by a third party that the use of the Services, Goods, Deliverables or any other article provided or created by Company infringes a third party's IPR, provided such use was in accordance with the terms of the Contract. If such claim arises, without prejudice to any other rights or remedies Lowell may have, Lowell may either (a) terminate the Contract immediately upon notice to Company, or (b) replace the Goods and/or Services in respect of which such claim is made with goods of equivalent quality and functionality.

10. Assignment and Sub-contracting

10.1 Company shall not transfer or assign the whole or any part of the Contract.

10.2 Company shall not sub-contract all or any part of Company's obligations under the Contract without Lowell's prior written consent.

10.3 If Lowell consents to any sub-contracting by Company, Company shall remain responsible for all acts and omissions of such sub-contractors as if they were Company's own.

If Lowell is merged with a third-party legal entity, or additional Affiliates of Lowell are introduced, the rights granted hereunder to Lowell shall automatically apply also to the new legal entity (if applicable).

11. Lowell Materials

Any Lowell Materials shall, without limitation, be and remain the property of Lowell. Company agrees that any Lowell Materials the Company receive from Lowell or have collected on Lowell's behalf shall only be used in connection with the performance of the Contract and shall be returned to Lowell immediately on request or on termination or expiry of the Contract without retaining any copies.

12. Indemnity

Company shall indemnify Lowell and keep Lowell indemnified in respect of any liability, loss, damages, costs (including reasonable legal costs) and expenses incurred from defective workmanship, quality or materials or Company breach of Company's obligations in the Contract or by the reason of any misrepresentation, negligent or tortious act or default by Company, Company employees, agents or sub-contractors.

13. Termination / Cancellation

13.1 Lowell may by notice in writing immediately terminate the Contract or any agreement to supply Goods and/or Services made pursuant to the Contract at any time if:

13.1.1 Company is unable to perform Company's obligations under the Contract or if Company commit a material breach of Company's obligations and, where such breach is remediable, fail to remedy such breach within five (5) business Days of receipt of notice requiring Company to do so;

- 13.1.2 Company is declared bankrupt, is subject to company reorganisation, seeks a composition of creditors, suspends payments or in any other way can be regarded as insolvent.
- 13.1.3 Company's financial position deteriorates to such an extent that in Lowell's opinion Company's capability to adequately fulfil Company's obligations under the Contract has been placed in jeopardy;
- 13.1.4 Company breach 3.1.2.
- 13.2 On termination or expiry of the Contract for any reason:
- 13.2.1 if any part of the price has been paid by Lowell in advance and Goods and/or Services have not been delivered at the date of termination or expiry of the Contract (howsoever caused) any such advance payment shall be refunded to Lowell forthwith unless Lowell agrees to accept delivery after termination or expiry;
- 13.2.2 if any Goods are located at Company's premises or the premises of any of Company's sub-contractors, then Company shall deliver the Goods to such location nominated by Lowell in accordance with such timescales notified to Company, unless otherwise expressly notified by Lowell to Company from time to time. The cost of delivery of Goods to alternative premises shall be borne by Company.
- 13.3 Expiry or termination of the Contract shall be without prejudice to any rights or remedies either party may be entitled to hereunder or at law.
- 13.4 Lowell may, on providing Company with at least fifteen (15) days' written notice, amend or cancel a Purchase Order. If a Purchase Order is amended or cancelled, Lowell's liability to Company shall be limited to the payment of all costs reasonably and properly incurred by Company (as evidenced in writing) in respect of and up to and including the date of cancellation or amendment of the Purchase Order.
- 14. Confidentiality**
- 14.1 Company agree to keep confidential any and all information disclosed by or on behalf of Lowell or otherwise obtained by Company in connection with the Contract including, without limitation, information relating to Lowell's products, services, operations, processes, plans or intentions, know-how, IPR, market opportunities and business affairs whether in writing orally or by any other means and whether directly or indirectly ("**Confidential Information**").
- 14.2 Company further undertake:
- 14.2.1 not to disclose the Confidential Information in whole or in part to any other person without Lowell's prior written consent;
- 14.2.2 to use the Confidential Information solely as required for the performance of Company's obligations under the Contract and not for Company's own benefit or the benefit of any third party;
- 14.2.3 to ensure that Company's employees and any other persons to whom Company disclose Confidential Information in agreement with Lowell comply with the obligations set out in this Clause 14.
- 14.3 The provisions of Clause 14.2 above shall not apply to the extent that:
- 14.3.1 Company can demonstrate that the relevant Confidential Information was lawfully in Company's possession prior to its disclosure by Lowell or was disclosed to Company afterwards by a third party which is not under a duty of confidentiality in relation to the relevant Confidential Information;
- 14.3.2 the Confidential Information is in the public domain other than as a result of a breach of this Clause by Company or Company's employees, agents or sub-contractors;
- 14.3.3 the Confidential Information is required to be disclosed by Company under any applicable laws or regulations, by or for the purpose of any proceedings of any court or governmental, administrative or regulatory authority competent to require any such disclosure or under the rules of any generally recognised stock exchange, provided that Company promptly inform Lowell and co-operate in taking any steps available to minimise the disclosure.
- 14.4 Company shall not use any trade mark or trade name of Lowell (the "**Lowell Trade Marks**") or refer to Lowell or the Contract for any purpose without obtaining Lowell's prior written approval.
- 14.5 Company shall indemnify Lowell and keep Lowell indemnified in respect of any liability, loss, damages, fines, penalties, costs (including reasonable legal costs) and expenses incurred by, awarded against or agreed to be paid by Lowell arising from any breach of Company's obligation in this Clause 14.
- 14.6 Company agree to provide the Services in accordance with any applicable information security requirements notified by Lowell to Company in writing from time to time.
- 14.7 The parties shall keep the terms and the subject matter of the Contract, and the negotiations relating to the Contract, confidential and shall not disclose it to a third party, other than to such persons as will of necessity acquire it as a consequence of that party's obligations under the Contract.
- 15. Insurance**
- During the term of the Contract Company grant that Company maintain in force, a liability insurance with a reputable insurance company to cover the liabilities that may arise under or in connection with the Contract.
- 16. Data Protection**
- 16.1 It is not intended that Company shall process any personal data under, in connection with or in relation to the Contract. However, should the nature of the Services being provided hereunder require Company to process Personal Data, where Company act as a controller, Clause 16.2 shall apply and where Company act as a processor, Clause 16.3 shall apply.
- 16.2 Where Company act as a controller, Company shall:
- 16.2.1 comply with the Data Protection Laws and shall use reasonable endeavours not to cause Lowell or any Affiliate to be in breach of the Data Protection Laws;
- 16.2.2 ensure that Company have all necessary approvals, authorisations, registrations, licences, permits, notices and consents in place to enable the lawful transfer of personal data to Lowell;
- 16.2.3 ensure that Company implement and maintain appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing, disclosure of or access to personal data and against accidental loss or destruction of, or damage to, personal data;
- 16.2.4 promptly notify Lowell about a complaint relating to Company's or Lowell's obligations under the Data Protection Laws relating to any personal data in connection with this Agreement; and
- 16.3 Where Company act as a processor, Company shall:
- 16.3.1 process the personal data only on documented instructions from Lowell, unless required to do so by any applicable law in which case Company shall inform Lowell of that requirement before processing unless prohibited by law from doing so. Company shall immediately notify Lowell if, in Company's opinion, any instruction from Lowell breaches any applicable law;
- 16.3.2 ensure that Company implement and maintain appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing, disclosure of or access to personal data and against accidental loss or destruction of, or damage to, personal data;
- 16.3.3 not engage a sub-processor without the prior written consent of Lowell and under a written contract that complies with the requirements of the Data Protection Laws. Company shall remain fully liable for the sub-processor's performance of their obligations under the Data Protection Laws and for the acts and omissions of the sub-processor;
- 16.3.4 provide reasonable assistance to Lowell in providing data subjects access to their data and allowing data subjects to exercise their rights under the Data Protection Laws and shall notify Lowell by email in the Market Territory Sweden,
- DPO.Sverige@Lowell.com, Denmark, DPO.Denmark@Lowell.com, Norway, DPO.Denmark@Lowell.com and Finland, tietosuojavastaava@Lowell.com within 3 working days of receiving any such request;
- 16.3.5 notify Lowell by email to (see address in 16.3.4) without undue delay and in any event within 48 hours of any personal data breach affecting personal data processed under, in connection with or in relation to the Contract including without limitation:
- (a) promptly provide all relevant information about such personal data breach in Company's possession or control to Lowell including without limitation (i) a description of the nature of the personal data breach including the categories and number of data subjects concerned and the number of personal data records concerned; (ii) the likely consequences of the personal data breach; and (iii) the measures taken or proposed to be taken to address the personal data breach including measures to mitigate its possible adverse effects;
- (b) provide all reasonable assistance and co-operation as is necessary to mitigate the effects of the personal data breach and to make any required notifications to the appropriate supervisory authority, any other regulatory authority and any affected data subjects;
- 16.3.6 assist and co-operate with Lowell as reasonably requested by Lowell from time to time to ensure Lowell's compliance with its obligations under the Data Protection Laws.
- 16.3.7 on the earlier of the termination or expiry of the Contract or an instruction from Lowell and shall procure that all sub-processors shall promptly securely return to Lowell or securely destroy (at Lowell's option) the personal data, together with all copies in any form and in any media in Company's power, possession or control.
- 16.3.8 grant Lowell, its authorised agents, advisers and representatives and any supervisory authority the right of reasonable access to records, premises, materials and personnel together with the right to inspect, test and audit all facilities, premises, equipment, systems, documents and electronic data relating to the processing of personal data for the purposes of verifying compliance with the Contract and the Data Protection Laws by Company and any sub-processors. Except where the audit is undertaken by a supervisory authority, Lowell shall give Company reasonable notice of an audit provided always that no notice of an audit shall be required where Lowell has reasonable grounds to suspect that there has been a material breach of the Contract or the Data Protection Laws.
- 16.3.9 ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 17. General**
- 17.1 Company shall ensure that when any of Company's obligations are performed on Lowell's premises Company and Company's employees, contractors and agents comply with all health and safety, security and other requirements and/or policies notified to Company.
- 17.2 Any notice under or in connection with the Contract must be in writing, with a copy sent to any nominated email address for formal notices. Lowell's nominated email address is e-procurement.nordics@lowell.com
- 17.3 No waiver by Lowell of any breach of the Contract by Company shall be considered as a waiver of any subsequent breach of the same or any other provisions.
- 17.4 Any variation to these terms and conditions shall not be valid unless in writing and signed by both parties.
- 17.5 Without prejudice always to either party's right to seek injunctive relief, if a dispute arises in connection with the Contract then either party shall give to the other written notice of the dispute ("**Dispute Notice**") and the parties shall proceed through the steps set out in this Clause before commencing any court proceedings. On service of the Dispute Notice, a senior officer or manager of each party shall attempt in good faith to resolve the Dispute. Nothing in the Contract shall be construed as creating any partnership or joint venture between the parties.
- 17.6 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, voidable or unenforceable the offending terms shall be amended or severed from the Contract and the remaining provisions of the Contract shall continue in full force and effect.
- 17.7 Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for thirty (30) days Lowell may terminate the Contract immediately by providing written notice to Company. To avoid doubt, if Company are unable to perform Company's obligations then Lowell shall be relieved of any obligation to make payment for the Goods and/or Services.
- 17.8 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 17.9 The Contract and any dispute or claim (including non-contractual disputes or claims) of whatever nature arising out of or in any way relating to the Contract, its termination (or its formation) shall be governed by and construed in accordance with 17.10-17.15.
- 17.10 For Purchase Order, regarding the Market Territory for the Affiliate Lowell Sverige AB, 556209-5363, and Company, the following shall apply:
The Service Agreement shall be governed by the substantive law of Sweden.
Any dispute, which shall be governed by the substantive law of Sweden, controversy or claim arising out of or in connection with the Purchase Order, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be Swedish or English.
- 17.11 For Purchase Order, regarding Market Territory for the Affiliate Lowell Danmark A/S, 1845 7970, and Company, the following shall apply:
Any dispute, which shall be governed by the substantive law of Denmark, controversy or claim arising out of or in connection with the Purchase Order, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Danish Institute of Arbitration and in accordance with the rules of arbitration procedure adopted by the Danish Institute of Arbitration. The arbitral tribunal shall be composed of one arbitrator appointed by the Danish Institute of Arbitration. The place of arbitration shall be Copenhagen, Denmark. The language to be used in the arbitral proceedings shall be Danish or English.
- 17.12 For Purchase Order, regarding Market Territory for the Affiliate Lowell Norge AS, 848 579 122, and Company, the following shall apply:
Any disputes, which shall be governed by the substantive law of Norway, controversy or claim arising out of or in connection with the Purchase Order, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of the Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce in force at any time. The arbitral tribunal shall be composed of one arbitrator appointed by Oslo Chamber of Commerce. The seat of arbitration shall be Oslo, Norway. The language to be used in the arbitral proceedings shall be Norwegian or English.
- 17.13 For Purchase Order, regarding Lowell (Lowell Nordics Oy) or Market Territory for the Affiliate Lowell Finland Ltd, 0140351-4, and Company, the following shall apply:
Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one and the seat of arbitration shall be Helsinki Finland. The language to be used in the arbitral proceedings shall be English.

- 17.14 Exception to 17.10-17.12:
Notwithstanding Sections 17.10-17.12, a Party may always bring an action against the other Party with regard to unpaid invoices or collections related to the Purchase Order before a court of law or government authority, within the relevant Market Territory, if the value of such an invoice is not exceeding EUR 10.000. Such action by a Party shall always be considered to fall outside the scope of Section 17.10-17.12, regardless of a Party's reason for not paying.
- 17.15 Either Party, before or during any legal proceedings, may apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect that Party's interests in pending completion of the legal proceedings or claim.