



GENERAL PURCHASING CONDITIONS FOR SUPPLY OF ELECTRONIC AND MECHANICAL PRODUCTS TO HECTRONIC AB

PREAMBLE

1. These general purchasing conditions shall apply insofar as they are not amended by a written agreement between the parties concerned. Any other terms and conditions submitted by Supplier in acknowledging or otherwise accepting this Order are objected to and hereby rejected unless specifically accepted by Hectronic in writing pursuant to a separate written agreement signed by the parties or special conditions on the Purchase Order. The objects or work to be supplied under these General Conditions are hereinafter referred to as the Product. Acceptance of the Purchase Order is deemed to constitute acceptance of these Standard Purchasing Terms and Conditions as an integral part of a purchasing and delivery Contract agreement and excludes the application of any contrary provisions contained in Supplier's Standard Sales Terms and Conditions or any equivalent documents. Additional terms and conditions, if appearing on the Purchase Order body, on a separate Schedule Agreement, shall prevail conditions in this General Purchasing Conditions. The Supplier shall not assign or transfer any of its rights or interest or obligations under this Order without prior written consent of Hectronic. Any such purported assignment shall be null and void.

CONFIDENTIALITY

2. With regard to the performance of the Order, the Supplier shall keep confidential any information disclosed by Hectronic regardless of its nature (be it technical, commercial, financial or other) and shall treat such information with the same degree of care but at least with reasonable care and protection as it uses to treat its own confidential information of like importance. The Supplier shall not refer to Hectronic's name, the company's trademarks or products in connection with any publicity without the prior written permission of Hectronic.

3. The Supplier shall not disclose to a third party or unauthorized persons or third parties any confidential information received from Hectronic except insofar as this may be required for the proper performance of the Order and then only under equivalent confidentiality provisions. The Supplier is obliged to return or, if so requested by Hectronic, destroy all documents and copies thereof supplied by Hectronic. The confidentiality obligation shall remain in force for 5 years following the end of the performance of the Order or their cancellation. It will become void if the information enters the public domain by any means other than via the intervention of the Supplier having received the information.

PRODUCT INFORMATION

4. All information and data contained in general product documentation and price lists, whether in electronic or any other form, are binding only to the extent that they are by reference expressly included in the Order. An Order shall be considered valid when Supplier acknowledges or otherwise accepts the Purchasing Order.

DRAWINGS AND DESCRIPTIONS

5. All drawings and technical documents relating to the Product or its manufacture submitted by one party to the other, prior or subsequent to the formation of the contract, shall remain the property of the submitting party. Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party.

6. The Supplier shall, not later than at the date of delivery, provide free of charge information and drawings which are necessary to permit Hectronic to erect, commission, operate and maintain the Product. Such information and drawings shall be supplied in agreed electronic format no later than at delivery of Products. If performance of the Order is required, wholly or in part, on the basis of Hectronic's drawings and/or using equipment provided especially by one of the parties or by a third party, Hectronic shall retain title to the drawings and/or the equipment used by the Supplier. If Supplier develops documents specifically for Hectronic products, Hectronic is free to use this for any purpose.

ACCEPTANCE TESTS

7. Hectronic shall be entitled to enter the supplier's premises to inspect and examine the work done during production and on completion prior to delivery. The performance of such inspection visits does not limit the liability of the Supplier in respect of faulty delivered goods. Supplier is fully responsible that Products and Work satisfy all the requirements stipulated in the purchase order regarding the materials used, machining/processing, surface treatment, quality, quality inspections, etc.

8. If specified in the Purchase Order, the Supplier shall, at the request of Hectronic, submit a production schedule and shall undertake to keep Hectronic regularly informed of the progress made. If specified in the Order, an acceptance test shall be held before delivery takes place. Unless otherwise agreed, the acceptance test shall be held at the place of production. Failure to meet the contract requirements during the acceptance test shall not release the Supplier from its obligation to deliver in accordance with the Order.

9. Acceptance by Hectronic is only considered final after quantitative and/or qualitative tests for all Purchase Order line items (hereafter referred to as "Products") are carried out by Hectronic, or by representatives from Hectronic. In case of any failure of the Products to conform to the obligations detailed on the Order and/or to any other document to which the Order refers and/or to Supplier's express or implied warranties, the Supplier will be liable for liquidated damages without prejudice to the right of Hectronic to damages and to cancel the Order. Any payment of Hectronic shall not be deemed an acceptance thereof and Hectronic shall charge the Supplier for any excess inspection expense, sorting expense or rework necessary because of defective Products.

10. The Supplier shall notify Hectronic in writing of the acceptance tests in sufficient time to permit Hectronic to be represented at the tests. If Hectronic is not represented, the test report shall be sent to Hectronic and shall be accepted as accurate. If Hectronic refrains from exercising its right of inspection or examination, or from holding an acceptance test, this shall not be interpreted to the detriment of Hectronic in any subsequent assessment of defects. The same shall also apply if inspection, examination or the acceptance test is performed and defects are subsequently shown to exist that relate to features or aspects that were not examined separately.

11. All Products refused shall be replaced or repaired by the Supplier within a maximum of 30 days from receipt of the notification of refusal. In the case of a refused delivery, Hectronic reserves the right, without prejudice to its right to liquidated damages and further damages to: (i). Either to partially or totally cancel the Order after due notice to the Supplier; or (ii). To request that the Supplier immediately replaces the refused Products within a time frame compatible with Hectronic's other commitments and in compliance with the initial Order conditions; or (iii). To produce or to have produced, (at the cost of the defaulting Supplier), the Products covered by the Order by any other supplier.

12. The Supplier shall bear all costs for acceptance tests carried out at the place of manufacture. Hectronic shall however bear all traveling and living expenses for his representatives in connection with such tests.

DELIVERY, PASSING OF RISK

13. Any agreed trade term shall be construed in accordance with the INCOTERMS in force at the formation of the contract. If no trade term is specifically agreed, the delivery shall be Ex works (EXW). Risk and Title to Products shall pass to Hectronic on delivery. Partial shipments or excess shipment is not permitted unless otherwise agreed. Unless otherwise agreed by Hectronic, delivery of Products shall not be made more than 5 days before the stipulated delivery date.

14. The Products shall be correctly and sufficiently packaged by the Supplier, who will be responsible for any deterioration, missing items and damage arising as a result of insufficient packaging. All deliveries shall be made in conformity with the indications stated on the Order and must be accompanied by a shipping document, drawn up by the Supplier, including all information necessary to identify the shipments and including without limitation: The Order

reference (Hectronic purchase order number, quantity, part numbers, and order date). The packing list shall always be enclosed with the goods. If goods for several orders are grouped a separate delivery note and packing list shall be provided for each order. Shipping document shall accompany the shipment and will also, if requested, include copies of the inspection certificates and reports for inspections carried out by the Supplier and/or Hectronic as well as all statutory documents necessary to the transportation and customs clearance process for the Products, and in particular all authorizations required by the import/export procedures and or regulations.

RETENTION OF TITLE

15. The Product shall remain the property of the Supplier until paid for in full to the extent that such retention of title is valid under the applicable law, or accepted Purchasing order, or selected delivery conditions. Hectronic shall at the request of the Supplier assist him in taking any measures necessary to protect the Supplier's title to the Product according to contract and country laws. The retention of title shall not affect the passing of risk under Clause 13.

TIME FOR DELIVERY, DELAY

16. If it is apparent to the Supplier that he will not be able to deliver by the stipulated delivery date, the Supplier has an obligation to notify Hectronic at once of the expected or the actual delay and its cause in writing. The Supplier undertakes to limit the delay as much as possible and any detrimental effects arising therefrom. This also entails an obligation to cover additional transportation costs and if possible, with the written agreement of Hectronic, to procure the ordered product from other manufacturers or dealers.

17. If delay in delivery is caused by any of the circumstances mentioned in Clause 52 or by an act or omission on the part of Hectronic, including suspension under Clauses 27 or 55, the time for delivery shall be extended by a corresponding period. This provision applies regardless of whether the reason for the delay occurs before or after the agreed time for delivery.

18. If the Product is not delivered at the time for delivery (as defined in Clauses 16 and 17), Hectronic is entitled to liquidated damages from the date on which delivery should have taken place. The liquidated damages shall correspond to 1-one-per cent of the total purchase price for each commenced week that delivery is delayed. The liquidated damages shall not exceed 10-ten-per cent of the agreed purchase price. The liquidated damages can be settled by direct deduction from the Supplier's invoice. Hectronic shall forfeit his right to liquidated damages if he has not lodged a claim in writing for such damages within six months after the time when delivery should have taken place.

19. If the delay in delivery is such that Hectronic is entitled to maximum liquidated damages under Clause 18 and if the Product is still not delivered, Hectronic may in writing to the Supplier terminate the Order. If Hectronic terminates the Order, or any part thereof, he shall be entitled to compensation for the loss he has suffered as a result of the Supplier's delay. The Supplier agrees that Hectronic may return part or all of any shipment so made, and if order calls for partial shipments, balance may be cancelled or suspended upon notice, and Hectronic may also have the right to terminate the contract by notice in writing to the Supplier, if it is clear from the circumstances that there will occur a delay in delivery which, under Clause 18 would entitle Hectronic to maximum liquidated damages. In case of termination on this ground, Hectronic shall be entitled to maximum liquidated damages and termination support as defined under Clause 50. In the event of termination on these grounds, or if Hectronic is prepared to accept such late delivery, Hectronic is entitled to demand additional compensation for the loss it has sustained as a result of the breach of contract over and above the level of the accrued liquidated damages.

20. Liquidated damages under Clause 18 and termination of the contract with defined compensation under Clause 19 are the only remedies available to Hectronic in case of delay on the part of the Supplier. All other claims against the Supplier based on such delay shall be excluded, except where the Supplier has been guilty of a negligent breach of a condition which goes to the root of the contract, intent or gross negligence. In these General Conditions gross negligence shall mean an act or omission implying either a failure to pay due regard to serious consequences, which a conscientious supplier would normally foresee as likely to ensue, or a deliberate disregard of the consequences of such act or omission.

21. If Hectronic anticipates that he will be unable to accept delivery of the Product at the delivery time, he shall forthwith notify the Supplier in writing thereof, stating the reason and, if possible, the time when he will be able to accept delivery. The Supplier shall arrange for storage of the Product at the risk and expense of Hectronic. The Supplier shall also, if Hectronic so requires, insure the Product at Hectronic's expense.

22. Unless Hectronic's failure to accept delivery is due to any such circumstance as mentioned in Clause 52, the Supplier may by notice in writing require Hectronic to accept delivery within a final reasonable period. If, for any reason for which the Supplier is not responsible, Hectronic fails to accept delivery within such period, the Supplier may by notice in writing terminate the Order in whole or in part. The Supplier shall then be entitled to compensation for unavoidable loss for the Supplier by loss he has suffered by reason of Hectronic's default. By negotiation in good faith and with Hectronic's right to audit, the Supplier shall be reimbursed and indemnified by Hectronic against any and all reasonable direct costs and expenses. The compensation shall not exceed two thirds of the purchase price which is attributable to that part of the Product in respect of which the contract is terminated.

PAYMENT . PRICES

23. The prices stipulated in the Order are understood to be free of any tax and withholding tax or duties, firm and non-reversible. Among other things, the prices include the administrative costs, transport costs on an FOB basis, the cost of packaging for normal transport and storage and the documents needed for proper installation, use, servicing and maintenance of the Products.

24. Payment shall be made 60 days after the last to occur of (i) full delivery, (ii) the stipulated delivery date, or (iii) receipt of a correctly specified invoice. The invoices shall be sent to Hectronic to the invoicing address specified on the Order, and shall include all compulsory legal wording in addition to the Order number and the delivery note references and number. Any invoice, which does not include the information listed above, will be returned to the Supplier and may only be taken into account by Hectronic on the date on which the rectified invoice is received, as per the requirements listed above.

25. Any particular wording/amendment on the invoice, which contravenes or contradicts the contractual provisions of the Order and/or these Standard Purchasing terms and Conditions, shall need to be further corrected until made compliant.

26. Payment of invoice shall not constitute acceptance of supplies or services and shall be subject to adjustment for errors, shortages, rejects or any other failure of the Supplier to meet the requirements of this Order.

27. If Hectronic fails to pay by the stipulated date, the Supplier shall be entitled to interest from the day on which payment was due. The rate of interest shall be as agreed between the parties. If the parties fail to agree on the rate of interest, it shall be 3 percentages above the rate of the main refinancing facility of the Swedish Central Bank in force on the due date of payment. In case of more than 90 days late payment the Supplier may, after having notified Hectronic in writing, suspend his performance of the contract until he receives payment.

LIABILITY FOR DEFECTS . WARRANTIES

28. Pursuant to the provisions of Clauses 29-43 inclusive, the Supplier expressly warrants, and is liable for all faults in any Products that may occur as the result of shortcomings in his own design (where design is Supplier's responsibility), materials, workmanship and production and that they comply with the requirements of the purchase order and any

drawings, design or specifications referred to. The Supplier also warrants that the products shall be fit and sufficient for the purpose intended, for a warranty period of 24 months. Complaints may be made about faulty goods whenever they are found in Hectronic's system, regardless of whether they belong to an approved delivery or not.

29. Hectronic is entitled to draw and retain goods which are not faulty from batches which otherwise are faulty. The supplier shall remain liable as provided above for faulty goods for 24 months from the time the products have been delivered to Hectronic's customers. The supplier is also liable after this date for faults in assembled goods which are of the same character or have the same cause as faults which were identified before the end of the 24 months period, so-called "repeated defects".

30. When a defect in a part of the Product has been remedied, the Supplier shall be liable for defects in the repaired or replaced part under the same terms and conditions as those applicable to the original Product for a period of 24 months. For the remaining parts of the Product the period mentioned in Clause 29 shall be extended only by a period equal to the period during which the Product has been out of operation as a result of the defect.

31. Hectronic is entitled either to return the faulty Products to the supplier, in which case Hectronic is entitled at his own option to (i) a replacement delivery or a refund of the purchase price or in urgent cases (ii) to deal with the fault himself, in which case the supplier shall compensate Hectronic for the direct costs incurred in rectifying the fault. Distribution to and from suppliers on account of faulty goods shall be at the supplier's risk and expense. Where the defect is such that it may cause damage, Hectronic shall immediately inform the Supplier in writing. If the Supplier has reason to believe that the defect may result in damage to the Products, or other damage, he shall immediately inform Hectronic

32. On receipt of the notice under Clause 31 (i), the Supplier shall remedy the defect without undue delay and at his own cost as stipulated in Clauses 29-43 inclusive. Repair shall be carried out at the place where the Product is located unless the Supplier deems it appropriate that the defective part or the Product is returned to him for repair or replacement. The Supplier is obliged to carry out dismantling and reinstallation of the part if this requires special knowledge. If such special knowledge is not required, the Supplier has fulfilled his obligations in respect of the defect when he delivers to Hectronic a duly repaired or replaced part.

33. If Hectronic has given such notice as mentioned in Clause 31 and no defect is found for which the Supplier is liable, the Supplier shall be entitled to compensation for the costs he has incurred as a result of the notice.

34. Hectronic shall at Supplier's expense arrange for any dismantling and reassembly of equipment other than the Product, to the extent that this is necessary to remedy the defect.

35. Unless otherwise agreed, necessary transport of the Product and/or parts thereof to and from the Supplier in connection with the remedying of defects for which the Supplier is liable shall be at the risk and expense of the Supplier. Hectronic shall follow the Supplier's instructions regarding such transport.

36. Unless otherwise agreed, Supplier shall bear any additional costs which the Supplier incurs for repair, dismantling, installation and transport as a result of the Product being located in a place other than the destination stated in the contract or - if no destination is stated - the place of delivery.

37. Defective parts which have been replaced shall be made available to the Supplier and shall be his property.

38. If, within a reasonable time, the Supplier does not fulfill his obligations under Clause 32, Hectronic may by notice in writing fix a final time for completion of the Supplier's obligations. If the Supplier fails to fulfill his obligations within such final time, Hectronic may himself undertake or employ a third party to undertake necessary remedial works at the risk and expense of the Supplier. Where successful remedial works have been undertaken by Hectronic or a third party, reimbursement by the Supplier of costs expenses and losses incurred by Hectronic shall be in full settlement of the Supplier's liabilities for the said defect.

39. Where the defect has not been successfully remedied, as stipulated under Clause 31, Hectronic is entitled to (i) a full refund of the purchase price in proportion to the purchase value of the returned Product, or (ii) where the defect is so substantial as to significantly deprive Hectronic of the benefit of the contract, Hectronic may terminate the contract by notice in writing to the Supplier. Hectronic is then entitled to compensation for the loss he has suffered

40. The Supplier is not liable for defects arising out of materials provided, or a design stipulated or specified by Hectronic.

41. The supplier has been informed of the intended use of the goods and takes full responsibility for the goods being suitable for the intended use, and is liable only for defects which appear under the conditions of operation provided for in the contract and under proper use of the Product. The Supplier's liability does not cover defects which are caused by faulty maintenance, incorrect erection or faulty repair by the Hectronic, or by alterations carried out without the Supplier's consent in writing. Finally the Supplier's liability does not cover normal wear and tear or deterioration.

42. Notwithstanding the provisions of Clauses 28-37, the Supplier shall not be liable for any other defects in any part of the Product than "repeated defects" for more than two years from the beginning of the period given in Clause 28.

43. Save as stipulated in Clauses 28-42, the Supplier shall not be liable for defects. This applies to any loss the defect may cause including loss of production, loss of profit and other indirect loss. This limitation of the Supplier's liability shall not apply if he has been guilty of gross negligence as defined in Clause 20, or if the Supplier negligently causes damage to life, body or health. Furthermore, the limitation of liability shall not apply in cases of negligent breach of a condition which goes to the root of the Order. In the case of slight negligence the Supplier shall be liable only for reasonable foreseeable damage which is intrinsic to the Order.

ALLOCATION OF LIABILITY FOR DAMAGE CAUSED BY THE PRODUCT

44. The Supplier shall be responsible for and shall indemnify Hectronic and/or Hectronic clients with respect to death and/or personal injury to Hectronic or its clients' employees/representatives and damage to Hectronic (and/or its clients') property, resulting from the Products or its personnel. Consequently the Supplier undertakes to indemnify Hectronic against liability incurred by Hectronic in respect of third parties for damage caused by the supplied items including to indemnify and hold harmless Hectronic for any costs incurred by it as a consequence of a court order or reasonable decision by Hectronic to retrofit and/or recall a final product into which the goods have been incorporated, provided, however, the goods are the reason for such retrofit and/or recall.

45. The Supplier shall take out sufficient insurance to cover its obligations under this article. In the event that the Supplier damages any item of the Products, the Supplier shall bear the costs of repair or replacement of such item in a timely manner including the insurance or transportation costs.

CHANGE ORDER

46. Hectronic has the right at any time, by written change order issued by an authorized buyer of Hectronic (i) to order such variations to the scope of supply as in Hectronic's opinion are desirable. Variations to the scope of supply may include an increase or decrease in the quantity, suspend production in whole or in part, or change in quality, kind or execution of the work or any part thereof, (ii) to make changes in drawings, designs, specifications, method of shipment or packing, or time or place of delivery, require additional work, or direct the omission of work.

47. If any such change causes a decrease or increase in the cost of, or the time required for, the completion of this order an equitable adjustment shall be made in the contract price, or delivery date or schedule, or both and this order shall be modified in writing accordingly. Any claim for adjustment under this paragraph shall conclusively be deemed waived unless asserted in writing within ten (10) days from the date of receipt by the Supplier of the change order. The amount of the claim shall be stated when it is submitted. Where the cost of property made obsolete or excess as a result of a change is included in Supplier's claim for adjustment, Hectronic shall have the right to prescribe the manner of disposition of such property.

48. Other type of information shall not excuse Supplier from proceeding with the Order as changed. Hectronic's engineering and technical personnel may, from time to time, render assistance or give technical advice to, or affect an exchange of information with Supplier's personnel in a liaison effort concerning the supplies or services to be furnished hereunder. Such exchange of information or advice shall not vest Supplier with authority to change the supplies or services hereunder or the provisions of the order.

TERMINATION

49. Hectronic has the right, without prejudice to its other rights and remedies, to terminate all or any parts of this Order without incurring any liability by Hectronic to the Supplier on account thereof if the Supplier (i) fails to make any delivery in accordance with the agreed delivery date or schedule within a reasonable time frame or otherwise fails to observe or comply with any of the other instructions, terms, conditions or warranties applicable to the order, or fails to make progress so as to endanger performance of the order, or (ii) ceases or threatens to cease to carry on a substantial part of its business, enters into liquidation, or becomes subject to full or partial control of another company, or in the event of any proceeding by or against Supplier in bankruptcy or insolvency or for appointment of a receiver or trustee of an assignment for the benefit of creditors. Hectronic may then purchase similar supplies or services elsewhere on such terms and in such manner, as Hectronic finds appropriate.

50. Upon termination of the Order the Supplier shall render all necessary assistance to Hectronic upon request to effect an orderly hand-over so that the products are supplied with the minimum level of interruption or inconvenience. Hectronic is also entitled to have the full use of tools, production equipment, production documentation and the like.

51. Termination without cause: Hectronic may cancel/terminate any pending (in process) Order in whole or in part, without cause and without prior written notice given to the Supplier. In this case, subject to prior negotiation in good faith and to Hectronic right to audit, the Supplier shall be reimbursed and indemnified by Hectronic against any and all direct costs and expenses, which are reasonable and properly chargeable by the Supplier in connection with the Order to the extent to which such costs and expenses would otherwise represent an unavoidable loss for the Supplier by reason of the cancellation or termination of the Order. Any amount reimbursed by Hectronic shall be in lieu of and exclusive of any other remedy.

FORCE MAJEURE

52. Neither the Supplier nor Hectronic can demand compensation for losses sustained by the respective parties arising out of delay on their respective parts if the party in default can establish that the delay on its part or caused by a third party supplier was caused by issues beyond the control of the parties, such as: national union disputes; fire; war; extensive military mobilization, requisitioning or seizure; foreign exchange restrictions; riots and commotion; shortage of means of transportation; or a limitation in the supply of power and faulty or delayed deliveries from sub-contractors which could have been relieved as aforesaid.

53. The party claiming to be affected by Force Majeure shall notify the other party in writing without delay on the intervention and cessation of such circumstance. If Seller has observed or ought to have observed that such circumstances, but fails to inform Hectronic within a reasonable delay, seller loses his rights to claim relief thereto.

54. The exclusion of liability applies as long as the hindrance exists, but Hectronic retains the right to terminate the contract if it entails a delay that would normally give rise to such a right, pursuant to Clause 17 above. If the circumstances referred to above still exist after 6 months, and if it is considered the agreement cannot be completed later without significant inconvenience to the party concerned, Hectronic is entitled to cancel the agreement in writing.

ANTICIPATED NON-PERFORMANCE

55. Notwithstanding other provisions in these General Conditions regarding suspension, each party shall be entitled to suspend the performance of his obligations under the contract, where it is clear from the circumstances that the other party will not be able to perform his obligations. A party suspending his performance of the contract shall forthwith notify the other party thereof in writing.

CONSEQUENTIAL LOSSES

56. Save as otherwise stated in these General Conditions there shall be no liability for either party towards the other party for loss of production, loss of profit, loss of use, loss of contracts or for any other consequential or indirect loss whatsoever. The said exclusion of liability shall not apply if the Supplier in the case of intent or gross negligence (under clause 20) causes damage to life, body or health. Furthermore, the exclusion of liability shall not apply in cases of negligent breach of a condition which goes to the root of the contract. In the case of a slightly negligent breach of a condition which goes to the root of the contract, the Supplier shall be liable only for reasonably foreseeable damage which is intrinsic to the contract. Nor shall the exclusion of liability apply in the cases of strict liability under any national Product Liability Act, for defects of the Product causing death or personal injury, or damage to items of property used privately. Neither does the said exclusion apply in the case of damage attributable to fraudulent concealment or despite specific guarantees.

WAIVER, MISC

57. The failure of Hectronic to enforce at any time any of the provisions of the Order including these General Purchase Conditions, or to require at any time the performance by the other of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of the Order nor of these General Purchase Conditions or any part hereof, or the right of Hectronic thereafter to enforce each and every provision of this Agreement.

58. In the event that any provision in the Order shall be held invalid or unenforceable, such provision shall be severable from, and such invalidity or unenforceability shall not be construed to have any effect upon, the remaining provisions of the Order, provided that the effect upon the remaining provisions does not substantially change the designated legitimate interests of either of the Parties. In the event such severance substantially changes such interest, both Parties shall agree in good faith upon a mutually acceptable alternative provision of an equivalent effect.

59. Neither the Order nor any term or condition hereof shall be amended or varied in any manner except by an instrument in writing of even or subsequent date hereto signed by a duly authorized representatives of each Party.

DISPUTES AND APPLICABLE LAW

60. Supplier and Hectronic agree that all disputes arising out of or in connection with the contract shall be finally settled under the Rules of Arbitration of the Stockholm Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules.

61. The contract shall be governed by the substantive law of Sweden

62. Any dispute, controversy or claim arising out of or in connection with the Order or any other agreements arising out of or relating to it, which is not amicably settled between the Parties within sixty (60) calendar days, shall be settled through legal channels.