

Appendix 1 – Long Term Agreement

This document (LTA) is an appendix to the FPAA

Signed between SBS and TrykTeam Svendborg A/s



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CVR-nr. DK 19 75 19 37

1 General

1.1 General Pricing and Indexes

The pricing model is in general based upon an agreed scope of work (to manufacture a specified product portfolio) from indexes on operation cycle times and cost per operation.

The prices will be adjusted in accordance with the price development of the labour and raw material market. Any regulations must be duly documented by the Supplier.

The prices will only be adjusted as and when labour cost, and/or material cost fluctuate with more than +/- 10%.

Prices will be revised every 12 months, and price adjustments must be notified with a least 3 months' notice.

Product Portfolio

The product portfolio is listed in Appendix 2 and may be subject to change from time to time.

1.2 Price per product

Based upon the general prices as indicated in 1.1 general pricing, the product specific prices are being calculated and listed in Appendix 2.

1.3 Productivity and cost reduction

The supplier shall, as stated in the FPAA, be competitive on cost.

The Parties shall in the first year of a product being launched, and supplied by the Supplier, work together to optimize the production set up. Improvements gained in such exercises shall be reflected in Appendix 2 on a continuous basis.

Cost reduction as a consequence of product changes on current products will be treated separately and independently to above mentioned productivity. Such changes/improvements can be initiated by both Parties and savings gained from improvements shall be equally shared between the Parties.

The Parties have agreed upon an intention to reduce the overhead-ratio as and when business with the Supplier increases.

1.4 Productivity and cost reduction

The Supplier is at all times responsible for minimizing scrap of direct material and to optimize utilization of same.

Place: Svendborg

Date: 18-10-2022

SBS Friction A/S


Britt M. Hvass
Purchase Manager

Place: Svendborg

Date: 26-10-2022

Supplier


Torben Jeppesen
Managing Director

Appendix 2 to FPAA

SBS part no.	SBS Product Description	Truckteam Part no.	Price Each		Price Per	From date	To Date	Unit	From (units)	To (units)
			DKK							
6721043100	PROPOSTION 65 WARNING - US		Kr. 262,00		1,000	18-03-2022		Pcs	10,000	19,999
6721043100	PROPOSTION 65 WARNING - US		Kr. 225,00		1,000	18-03-2022		Pcs	20,000	29,999
6721043100	PROPOSTION 65 WARNING - US		Kr. 232,00		1,000	18-03-2022		Pcs	30,000	0
6721044220	TRW SKINPACK - SMALL LOGO - SHIP TO TRW	NEUTRAL BAGSIDE	Kr. 9,79		1	01-01-2022		Pcs	0	0
6721045220	TRW SKINPACK - LARGE LOGO - SHIP TO TRW	167254192	Kr. 9,79		1	01-01-2022		Pcs	0	0
6721083200	BREMBO MOUNTING INSTRUCTION	Tilbud13254-15.7.21	Kr. 411,30		1,000	30-06-2022		Pcs	50,000	0
6721618100	SBS SKINPACK - SCOOTER HF-CT	16723101	Kr. 4,09		1	01-01-2022		Pcs	0	0
6721618120	AP RACING SKINPACK - SCOOTER HF-HM		Kr. 4,09		1	01-01-2022		Pcs	0	0
6721618140	TECNUM SKINPACK - HF-HM	16724836102	Kr. 4,09		1	01-01-2022		Pcs	0	0
6721618201	BREMBO SKINPACK - HF	16724801618	Kr. 4,09		1	01-01-2022		Pcs	0	0
6721618220	TRW SKINPACK - HM		Kr. 4,09		1	01-01-2022		Pcs	0	0
6721619100	SBS SKINPACK - MC HF	16723905619	Kr. 4,09		1	01-01-2022		Pcs	0	0
6721619120	AP RACING SKINPACK - MOTORCYCLE HF	ORGANISK	Kr. 4,09		1	01-01-2022		Pcs	0	0
6721619140	TECNUM SKINPACK - HF MOTORCYCLE	16724836619	Kr. 4,09		1	01-01-2022		Pcs	0	0
6721619220	TRW SKINPACK - ALL PADS	16725419	Kr. 4,09		1	01-01-2022		Pcs	0	0
6721619250	MM SKINPACK - HF	1672473750	Kr. 4,09		1	01-01-2022		Pcs	0	0
6721619253	HEL SKINPACK - HF-HS-LS-RST		Kr. 4,09		1	01-01-2022		Pcs	0	0
6721619254	WRP SKINPACK - HF	16724050819	Kr. 4,09		1	01-01-2022		Pcs	0	0
6721619255	VORTEX SKINPACK - HF		Kr. 4,09		1	01-01-2022		Pcs	0	0
6721621100	SBS SKINPACK - MC RQ	16723905621	Kr. 4,09		1	01-01-2022		Pcs	0	0
6721624100	SBS SKINPACK - MC-SI-ATS	16723905624	Kr. 4,09		1	01-01-2022		Pcs	0	0
6721624120	AP RACING SKINPACK - SI-ATS-PSI	SINTER OFF ROAD	Kr. 4,09		1	01-01-2022		Pcs	0	0
6721624140	TECNUM SKINPACK - SI	16724836624	Kr. 4,09		1	01-01-2022		Pcs	0	0
6721624250	MM SKINPACK - SI	1672473740	Kr. 4,09		1	01-01-2022		Pcs	0	0
6721624253	HEL SKINPACK - SI-PSI		Kr. 4,09		1	01-01-2022		Pcs	0	0
6721624254	WRP SKINPACK - SI	16724050624	Kr. 4,09		1	01-01-2022		Pcs	0	0
6721624255	VORTEX SKINPACK - SI-PSI		Kr. 4,09		1	01-01-2022		Pcs	0	0
6721625100	SBS SKINPACK - HS-LS	16723905625	Kr. 4,09		1	01-01-2022		Pcs	0	0
6721625120	AP RACING SKINPACK - HS-LS	SINTERED	Kr. 4,09		1	01-01-2022		Pcs	0	0
6721625140	TECNUM SKINPACK - HS-LS	16724836625	Kr. 4,09		1	01-01-2022		Pcs	0	0
6721625250	MM SKINPACK - HS-LS-RST		Kr. 4,09		1	01-01-2022		Pcs	0	0

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 CVR-no. DK 1979 19 87

SBS Part no.	SBS Product Description	Trk Team Part no.	Price Each	Unit	From (units)	To (units)
			DKK		From date	To Date
672162524	WRP SKINPACK - HS-L5	16724050625	kr. 4,09	1	01-01-2022	
672162525	VORTEX SKINPACK - HS-L5-RST		kr. 4,09	1	01-01-2022	
6721627100	SBS SKINPACK - RST	16723905627	kr. 4,09	1	01-01-2022	
6721627120	AP RACING SKINPACK - RST	RACING ROAD RAC.	kr. 4,09	1	01-01-2022	
6721627140	TECNUM SKINPACK - RST	16724836627	kr. 4,09	1	01-01-2022	
6721627254	WRP SKINPACK - RST-DS		kr. 4,09	1	01-01-2022	
6721628100	SBS SKINPACK - RSI	16723905628	kr. 4,09	1	01-01-2022	
6721628120	AP RACING SKINPACK - RSI	SINTERED OFF	kr. 4,09	1	01-01-2022	
6721628140	TECNUM SKINPACK - RSI	16724836628	kr. 4,09	1	01-01-2022	
6721628250	MM SKINPACK - RSI		kr. 4,09	1	01-01-2022	
6721628254	WRP SKINPACK - RSI	16724050628	kr. 4,09	1	01-01-2022	
6721629100	SBS SKINPACK - DC - UK	16723905629	kr. 4,09	1	01-01-2022	
6721629102	SBS SKINPACK - DC - OE	16722629	kr. 4,09	1	01-01-2022	
6721629103	SBS SKINPACK - DC - FR	16724629	kr. 4,09	1	01-01-2022	
6721629104	SBS SKINPACK - DC - IT		kr. 4,09	1	01-01-2022	
6721629120	AP RACING SKINPACK - DC	16726529	kr. 4,09	1	01-01-2022	
6721629140	TECNUM SKINPACK - DC	16724519707	kr. 4,09	1	01-01-2022	
6721629250	MM SKINPACK - DC	16724836629	kr. 4,09	1	01-01-2022	
6721629254	WRP SKINPACK - DC	16724050629	kr. 4,09	1	01-01-2022	
6721629255	VORTEX SKINPACK - DC		kr. 4,09	1	01-01-2022	
6721629257	ALPHA SKINPACK - DC		kr. 4,09	1	01-01-2022	
6721632100	SBS SKINPACK - MS		kr. 4,09	1	01-01-2022	
6721632120	AP RACING SKINPACK - MS	16724519101	kr. 4,09	1	01-01-2022	
6721632140	TECNUM SKINPACK - MS	16724836101	kr. 4,09	1	01-01-2022	
6721632201	BREMBO SKINPACK - MS	16724801636	kr. 4,09	1	01-01-2022	
6721632254	WRP SKINPACK - MS	16724050632	kr. 4,09	1	01-01-2022	
6721633	SKINPACK ARK WRP (633)	16724050633	kr. 4,09	1	01-01-2022	
6721633120	AP RACING SKINPACK - CS		kr. 4,09	1	01-01-2022	
6721633254	WRP SKINPACK (633)		kr. 4,09	1	01-01-2022	
6721637100	SBS SKINPACK - DS		kr. 4,09	1	01-01-2022	
6721637120	AP RACING SKINPACK - DS		kr. 4,09	1	01-01-2022	
6721637257	ALPHA SKINPACK - DS		kr. 4,09	1	01-01-2022	
6721639100	SBS SKINPACK - SP		kr. 4,09	1	01-01-2022	
6721639120	AP RACING SKINPACK - SP		kr. 4,09	1	01-01-2022	
6721639140	TECNUM SKINPACK - SP	16724836639	kr. 4,09	1	01-01-2022	
6721642100	SBS SKINPACK - HM		kr. 4,09	1	01-01-2022	
6721649100	SBS SKINPACK - AMERICAN - HF	16723905649	kr. 4,09	1	01-01-2022	
6721651100	SBS SKINPACK - AMERICAN - CT	16723905651	kr. 4,09	1	01-01-2022	
6721655100	SBS SKINPACK - AMERICAN - HS-L5	16723905655	kr. 4,09	1	01-01-2022	
6726712221	KTM SKINPACK - 61967115		kr. 4,09	1	01-01-2022	
6726712221	KTM SKINPACK - 62867115		kr. 4,09	1	01-01-2022	
6726751221	KTM SKINPACK - 61967515		kr. 4,09	1	01-01-2022	
6726752221	KTM SKINPACK - 62867115		kr. 4,09	1	01-01-2022	
6727911221	KTM SKINPACK - 61979115		kr. 4,09	1	01-01-2022	

SBS Part no.	SBS Product Description	Trykstream Part no.	Price Each DKK	Price Per	from date	To Date	Unit	From (units)	To (units)
6727912221	KTM SKINPACK - 62879115		kr. 4,09	1	01-01-2022		Pcs	0	0
6729500100	SBS SKINPACK - SHIMS	MC SHIS ARK	kr. 4,09	1	01-01-2022		Pcs	0	0
n-a	Pladeskit for Skinpack ark		kr. 337,45	1	01-01-2022		Pcs	0	0
6809704100	SBS RACING STICKER (YELLOW/BLACK) 85 mm		kr. 1444,00	1.000	08-07-2022		Pcs	1	10.001
6809791100	SBS POSTCARD CHAMPIONS 2021		kr. 393,06	1.000	14-02-2022		Pcs	0	0
6809834100	SBS ID CARDS FOR RACIS - 10 PCS		kr. 64,16	100	17-03-2022		Pcs	0	0

Date: 18-10-2022

Date: _____

Place: Stendberg

Place: _____

Name: Britt M. Hvass

Name: Torben Jeppesen

Position: Purchase Manager

Position: Managing Director

Signature: 

Signature: _____

Appendix 3 – Delivery Requirements

This document is an appendix to the FPAA

Signed between SBS and TrykTeam Svendborg A/S



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1 Delivery requirements

1.1 Scope of requirements

Requirements to delivery are regulated by forecasting, delivery terms, capacity and flexibility/ response time, but not limited to such.

1.2 Delivery forecast

SBS shall – if requested by the Supplier - provide volume forecasts to the Supplier. The forecasts shall be delivered in a standard format (Excel format, at agreed intervals) and where reasonable possible, a break-down per product will be provided.

The Supplier will from the forwarded forecast manage own min./max. stock holding in order to fulfil an efficient call off pattern from SBS. Phase-in and phase-out of Products will be handled manually between SBS and the Supplier.

The forecasts from SBS are to be understood and interpreted as volume guidance, and do not represent formal call-offs from SBS.

1.3 Delivery terms

Agreed delivery terms between SBS and the Supplier is DAP Incoterms 2010

All deliveries to be shipped/transported as per specified in SBS Supplier Requirement Manual (logistics) – Appendix 6

1.4 Capacity and flexibility

The Supplier must ensure to have the necessary capacity in place when needed and is aware that capacity requirements do change significantly during the year.

SBS will observe the supplier's indicated manufacturing lead time.

1.5 Ordering of goods

Based upon the qty. requirements, and time of the year (season), SBS shall order goods from the Supplier up to a frequency of weekly. The ordering of goods is regulated by the SBS Supplier Requirement Manual (logistics) (Appendix 6)

1.6 Lead Times

Lead times have been agreed as follows:

- a. Start-up lead time: to be agreed at quotation stage.
- b. Introduction of new products lead time: to be agreed at quotation stage.
- c. Running orders lead time:
 - a. Skin pack sheets. The Supplier endeavours to always have stock of carton and can therefore normally deliver in 3 weeks. Should this differ, the Supplier will advise SBS accordingly.
 - b. Products where paper needs to be procured prior to printing (business cards, folders, flyers etc), the delivery time will be advised at quotation stage.

Any fluctuations in above lead time, must be notified by the Supplier to SBS, in writing and without undue delay.

1.7 Packaging

All products delivered in accordance with the FPAA, must be packaged to prevent damage to and deterioration of the products during normal transportation between SBS and the Supplier. The SBS packaging requirements are regulated by the SBS Supplier Requirement Manual (logistics) (Appendix 6).

Place: Svendborg

Date: 18-10-2022

SBS Friction A/S



Britt M. Hvass
Purchase Manager

Place: Svendborg

Date: 26-10-2022

Supplier



Torben Jeppesen
Managing Director

Appendix 4 – Payment and invoicing

This document is an appendix to the FPAA

Signed between SBS and TrykTeam Svendborg A/S

1 Payment and invoicing requirements

1.1 Payment terms

Net 30 days

Terms of payment for process tooling (above DKK 10.000):

- a) One third net cash upon placement of the tooling order
- b) One third net cash upon supply and approval of initial samples
- c) One third 45 days after first production run, which complies with SBS specification and hand over of process tooling drawings.

1.2 Prices & Invoicing

Invoicing must be done per shipment and in accordance to the LTA. The price of the manufactured and delivered part shall be stipulated in the SBS purchase order and reflected in the Supplier invoice.

All invoicing is furthermore regulated by the SBS Supplier Requirement Manual (logistics) (Appendix 6).

Place: Svendborg

Date: 18-10-2022

SBS Friction A/S

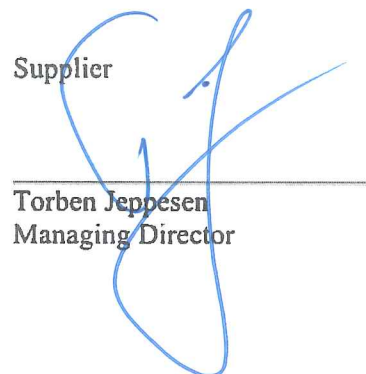


Britt M. Hvass
Purchase Manager

Place: Svendborg

Date: 26-10-2022

Supplier



Torben Jeppesen
Managing Director



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Appendix 8 – Supplier Code of Conduct

SBS Friction A/S and their affiliated companies are committed to making a positive contribution to society through their global operations. We expect our suppliers to help fulfill this commitment by reflecting our principles in their own business practice. SBS Friction A/S further encourages their suppliers to be in compliance with internationally recognized standards on business conduct, human rights and the environment, with due considerations to the local laws and regulations.

To clarify our expectations, SBS Friction A/S Supplier Code of Conduct outlines the eleven principles that we deem to be the most relevant for our suppliers.



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1 Business Conduct

SBS Friction A/S consider integrity and reliability in relationships with all stakeholders as an essential precondition for sustainable business. Our principles related to business conduct are:

1. We support an open, fair and competitive business environment.
2. All relevant, applicable laws and regulations should be complied with.
3. All business, commercial and financial information regarding SBS Friction A/S must be treated confidentially and should not be disclosed to third parties.
4. Conflicts of interest are not conducive for good business.
5. Gifts and inducements to influence business or other decisions are not acceptable.

2 Human Rights

SBS Friction A/S endorse the values enshrined within the Universal Declaration of Human Rights and the Core Conventions of the International Labour Organisation based on respect for the dignity of the individual without distinction of origin. Our principles related to human rights are:

6. Working conditions should allow safe working practices and support the occupational health of employees.
7. Employees should be treated fair concerning reasonable working hours, periodic leave and remuneration for work performed.
8. SBS Friction A/S make allowances for negotiations leading to collective agreements.
9. People are employed based on the principle of equal opportunity, without distinction to race, colour, gender, religion, affiliation or origin.
10. SBS Friction A/S do not participate in child, forced or bonded labour.

3 Environment

SBS Friction A/S strive to treat the environment with due care. We endeavour to comply with legislation applicable to our operators, in a geographical location, and are vigilant in complying with environmental standards.

11. Production processes are designed to make efficient use of available resources and to minimize the environmental impact.

4 Compliance

SBS Friction A/S expect that their suppliers are in compliance with the aforementioned principles and are prepared to sign the attached declaration.

5 Confirmation

We confirm that TrykTeam Svendborg A/S is and will continue to comply with the SBS Friction A/S Supplier Code of Conduct.

If requested by SBS Friction A/S, we may audit you for such compliance.

Place: Svendborg

Date: 26-10-2022

Supplier Name



Torben Jeppesen
Managing Director

Appendix 9 – Non-Disclosure Agreement

This document (NDA) is an appendix to the FPAA

Signed between SBS and TrykTeam Svendborg A/S



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CVR-nr DK 19 75 19 37

This Agreement entered into between:

1. SBS Friction A/S, Kuopiovej 11, DK-5700 Svendborg (hereinafter called SBS)

and

2. TrykTeam Svendborg A/S, Grønnemosevej 13, DK-5700 Svendborg, CVR: DK-10585643 (hereinafter called the Supplier)

Whereas, the Supplier and SBS (collectively referred to as the Parties) have had discussions relating to a potential business relationship relating to the development and manufacture of certain products and components therefore.

Whereas, in connection with such potential relationship, the Parties contemplate that they will furnish to each other certain business, technical and/or financial information that each Party regards as valuable, confidential and proprietary, and

Whereas, SBS and the Supplier are willing to furnish such information to the other Party provided the receiving Party agrees to protect and keep the information confidential.

Now, therefore, the Parties hereto agree as follows:

1 Definition

Proprietary information shall for the purpose of this Agreement, mean information disclosed by one Party to the other Party that is identified either verbally or in writing by the disclosing Party as being proprietary or confidential or that is derived from such information. Proprietary Information shall also include, but not be limited to, product designs, design specifications, financial data, business plans, customer lists, chemical compositions, chemical formulations, cleaning processes and preparations, part drawings, specification information, assembly instructions, and information relating to the manufacturing of gauging of parts, whether or not such information has been previously designated as confidential.

In the event SBS furnishes sample products or other equipment or material including software to the Supplier, the items so received, and any information learned therefrom shall be treated as Proprietary Information transferred to the Supplier under this Agreement.

2 Confidentiality and Use of Propriety Information

The Disclosing Party shall be the Party disclosing Proprietary Information to the other Party.

The Receiving Party shall be the Party receiving Proprietary Information from the other Party.

Proprietary Information disclosed by the Disclosing Party to the Receiving Party shall be used by the Receiving Party for the sole purpose of (a) evaluating the feasibility of a future business relationship between the Parties, including quoting costs, and/or (b) in the furtherance of such future business relationship as may be authorized in writing by the Disclosing Party.

3 Safeguard of the Confidential Agreement

The Receiving Party, on behalf of itself, its employees and agents, agrees to exercise all appropriate steps to safeguard the confidentiality of the Proprietary Information received from the Disclosing Party and shall neither disclose nor use such Information in a manner other than as permitted in Paragraph 2 without the prior written consent of the Disclosing Party. The Receiving Party further agrees that it will take all steps reasonably necessary to prevent such inadvertent disclosure to third parties.

4 Termination of the Agreement

Either Party may, upon thirty (30) days written notice to the other Party, terminate this Agreement with respect to disclosures made after the effective date of such termination, provided however, that such termination shall not affect the Receiving Party's obligations with respect to the information disclosed prior to the effective date of termination.

5 Disputes and Interpretation

This Agreement shall be deemed a contract made and interpreted under and governed by the laws of Denmark, in the same manner as if this Agreement was executed in Denmark, and as if, all performance relating to this Agreement shall have occurred within Denmark. No effect shall be given to any choice of laws principles that would require this Agreement to be interpreted under the laws of any other jurisdiction.

In witness whereof, this Agreement has been executed by duly authorised representatives of the Parties on the date first written below.

Place: Svendborg
Date: 18-10-2022

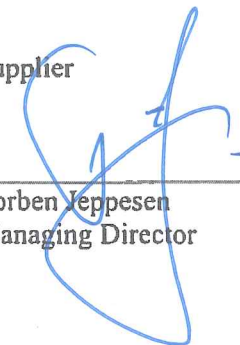
SBS Friction A/S



Britt M. Hvass
Purchase Manager

Place: Svendborg
Date: 26-10-2022

Supplier



Torben Jeppesen
Managing Director