

Addtech General Terms and Conditions – Consulting Assignment

1. Scope of the assignment

1.1. The Supplier shall provide the services stated in the Consulting Assignment Agreement plus any subsequent supplements and amendments agreed upon between the Supplier and Customer. These General Terms and Conditions shall constitute a part of the aforementioned Consultancy Services Agreement.

2. Modification of the assignment

2.1. The assignment may only be modified pursuant to a written agreement between the parties. Where a party believes that it is necessary to modify the scope of the assignment, the other party should be notified thereof as soon as possible.

3. Performance of the assignment

3.1. The Supplier shall keep the Customer informed regarding the progress of the work.

3.2. The Supplier shall ensure that the assignment is performed in accordance with an agreed timetable where such has been established by the parties.

3.3. In the event of delay due to the Customer or any circumstance relating to him, the Supplier shall be entitled to a necessary extension of the agreed time for performance. The Supplier shall also be entitled to a necessary extension where the assignment is modified or expanded or where an extension is required in order for personnel to receive leave or holidays in accordance with law or any other statute.

3.4. The assignment shall be deemed performed when the Supplier reports to the Customer that the assignment has been completed. Unless specifically agreed upon, the completion of the assignment shall not be conditional upon delivery tests or any similar approval.

3.5. Unless otherwise agreed upon, the Supplier shall not be obligated to provide material other than such as anticipated for performance of the assignment.

3.6. The Customer shall afford the Supplier access to the premises, the information, the equipment and the material required for the performance of the assignment and shall otherwise perform agreed measures. Where the parties have agreed that the Customer shall provide supplementary services, the Customer shall ensure that such are performed within the agreed time or, where no specific time has been agreed upon, within such time that the Supplier's work is not delayed. The Customer shall ensure that the information provided to the Supplier is correct, complete and unambiguous.

3.7. Unless otherwise agreed, work hours for the persons performing the assignment on behalf of the Supplier shall be 8am – 4pm on weekdays excluding public holidays.

3.8. The Customer undertakes, during the performance of the assignment and a period of 1 year thereafter, not to employ or otherwise engage any of the Supplier's employees.

4. Contact persons

4.1. The parties shall each appoint a contact person. The stated contact persons shall be entitled to take decisions binding on the parties within the scope of this Agreement and to modify the assignment. However, contact persons shall not be entitled to amend the terms and conditions set forth in these General Terms and Conditions.

5. Payment

5.1. Unless otherwise agreed, the Supplier shall perform the assignment on a current account basis. Payment shall be made against invoice within 30 days of the invoice date. In the event of delay in payment, penalty interest shall accrue commencing on the due date. Penalty interest shall be charged at the interest rate in force from time to time in accordance with the main refinancing facility of the European Central Bank plus a supplement of eight percentage points.

5.2. Unless otherwise specifically agreed, the stated hourly rates shall be adjusted every half-year commencing six months after the execution of this Agreement. Where the parties are unable to agree on a new hourly rate, the Supplier shall be entitled to increase the fees to the extent reasonable taking into consideration general price increases in the industry.

5.3. For work which, in consultation with the Customer, the Supplier performs at times other than those stated in 3.7, the Supplier shall be entitled to the hourly rate plus a supplement equal to 50% of the hourly rate.

5.4. For work which, in consultation with the Customer, the Supplier performs as overtime (work in excess of 8 hours on weekdays excluding public holidays), the Supplier shall be entitled, in addition to the hourly rate and any supplement in accordance with 5.3, to a supplement equal to 50% of the hourly rate where the overtime work is performed on weekdays between 8am and 8pm, and equal to 100% of the hourly rate where the overtime work is performed at other times.

5.5. Where the assignment is performed outside the locality at which the Supplier's operations are situated, the Supplier shall be entitled to reasonable compensation for *per diem* expenses, travel, lodgings and meals in accordance with the Supplier's rules.

5.6. The Supplier shall be entitled to be reimbursed for materials and suchlike related to the assignment.

5.7. Where the Customer fails to fulfil its payment obligations, the Supplier shall be entitled, without being subject to sanctions, to discontinue all work or parts thereof, as well as any and all deliveries of materials. Work performed but not invoiced may also be invoiced immediately by the Supplier for payment within 10 days of receipt of the invoice, notwithstanding other provisions in these General Terms and Conditions and notwithstanding other agreements regarding payment times. Where the Customer is in delay by more than 30 days following a written demand from the Supplier to the Customer to pay the due amount, the Supplier shall be entitled to terminate this Agreement with the Customer in writing with immediate effect.

5.8. The Customer shall not be entitled to withhold payment pending rectification of defects or deficiencies.

6. Delay

6.1. In the event of delay related to the Supplier, where the parties have agreed upon a specific timetable, the Customer shall be entitled to a reasonable reduction in the payment in respect of that part of the delivery that is delayed.

6.2. Where delay occurs due to the Customer or circumstances for which the Customer is responsible, the Supplier shall be entitled, following written notice, to discontinue its work until such time as the Customer has removed the

impediments causing the delay and shall be entitled to compensation for direct losses occasioned by the delay such as non-debitable time. Where such delay is material the Supplier may, through written notice to the Customer, terminate this Agreement with immediate effect. The Supplier shall thereupon be entitled to compensation for work performed thus far and costs. The Supplier shall thereupon be obligated, not later than the time at which payment is effected, to report and submit the results of performed work. The Supplier shall be entitled to utilise the results as if the assignment had been fulfilled, provided that the Customer has performed its payment obligations.

6.3. Where a fixed price has been agreed upon, the parties may agree that liquidated damages shall be payable in the event of delay, whereupon liquidated damages shall be payable in lieu of the right to a reduction in accordance with 7.5 below. Liquidated damages shall thereupon be payable during a period not exceeding 8 weeks in an aggregate amount not exceeding 7.5% of the agreed price for the assignment. Where the Supplier is in delay in delivery of only part of the assignment, the liquidated damages shall be reduced to correspond to the portion to the assignment as a whole constituted by the part-delivery in question. Other than liquidated damages, the Customer shall not be entitled to damages or other compensation as a consequence of the delay. Where the Supplier is entitled to an extension in accordance with 3.3, liquidated damages shall not be payable during the extension period.

6.4. The Customer shall not be entitled to withhold payment pending rectification of defects or deficiencies.

7. Liability for defects

7.1. The Supplier shall be obligated to rectify defects in the performance of the assignment that are constituted by the assignment failing to meet the contract specification.

7.2. The Supplier shall only be liable for defects that arise under the work conditions foreseen in the Agreement and in conjunction with correct usage. The Supplier shall not be liable for defects due to the provision by the Customer of erroneous, ambiguous, or incomplete information. Nor shall liability cover defects due to circumstances arising after the completion of the assignment, the negligence of the Customer or third parties, or other circumstances beyond the Supplier's control.

7.3. The Customer shall not be entitled to invoke defects where the Customer fails to provide the Supplier with written notice thereof within 15 days of the date on which the defect manifested itself. Under no circumstances shall the Supplier be liable for defects that are not notified to the Supplier within 3 months of the date that the assignment was erroneously performed.

7.4. Where the Customer has complained of a defect and it transpires that no defect exists for which the Supplier is liable, the Customer shall compensate the Supplier for work performed in respect of the complained defect in accordance with the same principles as for the assignment in general.

7.5. Where the Supplier fails to rectify the deficiency with the promptness required by the circumstances, the Customer shall be entitled to give written notice of a final and reasonable deadline for rectification. Where rectification is not effected by the deadline, the Customer shall be entitled to a deduction from the agreed payment equal to the defect, however not exceeding 7.5% of the total compensation payable to the Supplier for the assignment.

8. Damages and limitation of liability

8.1. Under no circumstances shall the Supplier be liable for loss of production, loss of profits, or other economic consequential loss.

8.2. Unless otherwise prescribed in the Agreement, the Customer's entitlement to damages shall at all times be limited to an amount equal to 7.5% of the aggregate compensation payable for the assignment.

8.3. Other than the sanctions provided for in this Agreement, each and every claim by the Customer as a consequence of defect or delay is excluded. However, this limitation on the Supplier's liability shall not apply in the event of gross negligence of the Supplier.

9. Confidentiality

9.1. A party may not disclose documents to a third party without the other party's consent, nor in any other manner disclose information of a confidential nature regarding the assignment or regarding the other party, other than to the extent required for the performance of the assignment. A party shall ensure that confidentiality is observed by means of confidentiality undertakings with personnel or in any other appropriate manner. The confidentiality obligation shall not apply to information that a party can demonstrate has duly come to the attention of such party other than as a consequence of the assignment, or information which is in the public domain. The duty of confidentiality shall survive the termination of this Agreement.

10. Force majeure

10.1. Circumstances that obstruct or significantly aggravate the performance of any of the parties' undertakings pursuant to this Agreement and which are beyond the control of a party including, however not limited to, lightning, fire, earthquakes, flooding, war or mobilisation or large-scale military conscription, riot or revolt, requisition, seizure, currency restrictions, decisions of governmental authorities, restrictions on fuel, general shortages of transport, goods or power or strikes, blockades, lockouts or other labour conflicts, irrespective of whether the contracting parties are parties to the conflict, as well as defects or delays in delivery by subcontractors due to the aforementioned circumstances, shall constitute *force majeure* and entitle a party to an extension of time and release from liquidated damages and other sanctions. The other party must be given written notice of such *force majeure* immediately upon a party becoming aware, or where it should have been aware, of the existence of the *force majeure*.

10.2. Where the performance of the Agreement is prevented for a period in excess of six months due to such circumstances, either party shall be entitled to terminate this Agreement without incurring liability to compensate for damage or otherwise. However, the Supplier shall be entitled to compensation for work performed and costs incurred.

11. Term and termination

11.1. This Agreement shall enter into force upon execution and, unless otherwise agreed, shall remain in force for a period of twelve months. Thereafter, the Agreement shall be extended for consecutive terms of twelve months unless written notice of termination is given three months prior to the expiry of a term.

11.2. A party shall be entitled to terminate this Agreement with immediate effect in the event the other party is in such material breach of contract as not specifically governed by these General Terms and Conditions and fails to effect rectification within 30 days of a demand by the non-breaching party for rectification.

11.3. A party shall be entitled to terminate this Agreement with immediate effect where the other party is placed into insolvent liquidation, suspends payments, or may otherwise be deemed insolvent.

12. Applicable law and disputes

- 12.1. This Agreement shall be governed by Swedish law with the exception of its choice of law provisions. The language to be used in arbitral proceedings shall be that chosen by the Supplier.
- 12.2. In the event of default in payment, the Supplier shall be entitled to collect claims through an application for an expedited payment procedure. Where such claim relates to an amount of less than fifteen times the statutory base amount in accordance with the National Insurance Act, the dispute may alternately be adjudicated by the Stockholm District Court (Stockholms tingsrätt). Other disputes relating to this Agreement shall be conclusively determined by arbitration in accordance with the applicable Arbitration Act. The arbitration proceedings shall be held in Stockholm.
- ## **13. Limitations**
- 13.1. Claims against the Supplier shall be forfeited in the event the litigation or arbitration procedure in accordance with 12.2 is not commenced within two years of the performance of the assignment.