

#### **General - applicability**

1. For assignments and other activities carried out by Inspekt Alfatest AB, hereinafter referred to as the Consultant, in relation to the Client, ABK 09 and these general terms and conditions apply. These general terms and conditions apply before ABK 09. For assignments in several parts, these general terms and conditions apply even if a reference is not made for each part.
2. Unless otherwise agreed in writing, an agreement with the Consultant is concluded only in accordance with the following terms. The Consultant will not accept any of the Client's deviating terms or conditions unless written consent has been given to it. The Consultant's terms and conditions shall apply even if the Consultant is aware of the Client's conflicting or deviating terms and performs assignments without reserving himself against these.
3. All agreements concerning the performance of the assignment agreed between the Client and the Consultant, including all communications from the Client, shall be in writing. A binding agreement becomes valid, by the Client unreservedly accepting a quote, by a written order confirmation from the Consultant or by the Consultant starting to perform the assignment.

#### **Implementation and Involvement of the Client**

1. For assignments relating to testing or inspection, the Consultant has the right to disclose the result of the assignment without first having obtained the Client's consent.
2. If the Consultant's equipment is damaged, destroyed or lost during, or as a result of the correct performance of the service, and when this has happened without the Consultant making a mistake, the Consultant has the right to request the corresponding replacement equipment from the Client.
3. The Consultant is not obliged to check whether the data, information or other services provided by the Client are correct and complete, unless the order explicitly states so. If the Consultant is hired to inspect the technical safety of an object, the Consultant does not guarantee that the object is free from other defects, unless this is explicitly stated in the order.
4. To the extent that the Client's participation is required for the Consultant's performance of services, the Client shall participate in the right way, at the right time and at his own expense. If approval is delayed as the result of the Client's lack of participation, the Consultant may charge for all additional costs arising therefrom. The consultant's other legal requirements are not affected.
5. The Consultant may hire a carefully selected and suitable subcontractor or a company with which the Consultant has a lasting cooperation agreement.
6. If the agreement includes services related to the Client's electronic data system, the Client is obliged to back up data and programs at such time intervals as are appropriate for the application and the assignment to ensure that data can be recovered with reasonable efforts.
7. The Client undertakes to allow assessment teams from accreditation authorities and certification bodies to witness the Consultant's work.

#### **Approval**

1. The Client shall accept the Consultant's services within 14 days of receiving these unless such services show essential errors that give reason to refuse approval. The Client does not have the right to refuse approval for immaterial errors that do not have an essential impact on the suitability of the service for the agreed purpose. If the Client does not accept the service within the set time despite this obligation, the service is considered approved.
2. If independent sub-services are performed, the Consultant may also require partial approval.

#### **Requirements due to errors**

1. In the event of a fault in the Consultant's service, the Client shall give the Consultant the opportunity to remedy the service at least twice, within appropriate time limits, unless this

is unreasonable in each individual case or unless special circumstances militate against it. Action can consist of, at the consultant's choice, to remedy the error or to perform the service again without errors. If the action fails, the Client may deduct the payment or terminate the contract. Claims for compensation for damages can only be made in accordance with the Liability section below. There is no right to compensation for damage or to cancel the contract if the deviation from the agreed condition is immaterial.

2. The Client must notify the consultant immediately – no later than two (2) weeks after approval – of any obvious errors. The Client shall notify the Consultant in writing of all hidden defects no later than two (2) weeks after such error is discovered. If this deadline is exceeded, the Consultant's liability ceases.

#### **Deadlines**

If the service to be performed by the Consultant is delayed by more than six (6) weeks due to unforeseeable circumstances or through circumstances that are not under the Consultant's control (e.g. strike, lockout, downtime, transport interruption, lack of resources, government action – including at one of the Consultant's suppliers), the Consultant may terminate the agreement. The Consultant will immediately inform the Client that the service or sub-service is not available and, if the agreement is terminated, immediately pay compensation for paid services that have not been performed. Claims for damages are excluded.

#### **Responsibility**

1. The Consultant is liable for damage only to the extent that the Consultant acted with intent or been grossly negligent, as well as for negligent breaches of material contractual obligations. All transport of the Client's items is at the Client's expense and risk.
2. The Consultant's liability is limited to foreseeable damages that typically arise in connection with this type of assignments. The Consultant's total liability is limited to the value of the assignment, but shall in no case exceed one hundred thousand (100.000) EUR.
3. The consultant shall not be liable for damages for reduced production, loss of profit or other capital loss or any other indirect or consequential damage. Unless otherwise stated in these terms and conditions, all liability beyond paragraphs 1-3 is waived regardless of the legal classification of the claim.
4. To the extent the Consultant's liability is limited or excluded in accordance with the above provisions, the same applies to the personal liability of the Consultant's employees, representatives, sub-consultants, subcontractors, agents and assistants. The Client shall indemnify such persons from all claims by the Client or other second and third parties.
5. The consultant is only responsible for damages that are discovered within six (6) months from the completion of the assignment or otherwise terminated. However, the Consultant is never liable for damages for a longer period than imposed by law.

#### **Rights of use and indemnity**

1. The services provided by the Consultant during the performance of the contract (e.g. expert opinions, inspection and consultancy services) may only be used within the framework of the agreed purpose. Unless otherwise agreed in the individual case, the Consultant therefore grants the Client a simple, non-transferable right of use limited in time and space for those of the Consultant's services that are subject to copyright. No other rights are granted; In particular, the Client is not given any right to process or modify the Consultant's services or use extracts from them.
2. The Client shall indemnify the Consultant from all claims by the Client's Clients or clients or other third parties regarding claims for damages for which the Client is responsible, e.g. in accordance with the Work Environment section below.

#### Price and payment

1. The price specified or normally applied by the Consultant shall apply to services, plus any VAT. All additional costs, duties, fees or other applicable taxes shall be borne by the Client. The consultant is entitled to additional compensation if the scope of an assignment changes or if the time required for its execution changes due to reasons beyond the Consultants control.
2. If, within the framework of continuous agreements, the Consultant's primary costs increase and such increase is not within the Consultant's own responsibility, the Consultant is entitled to an appropriate price increase corresponding to the increase in its primary costs.
3. If not otherwise stated in AlfaTest's offer or agreed in writing, payment shall be made not later than thirty (30) days after the date of the invoice. Prices are due and payable to, and at such address or bank account as may be designated by AlfaTest, without set off or counterclaim, in the currency stated in the invoice and in immediately available funds within one month from the date of invoice. Payment by cheque or other negotiable instrument is ineffective until it is honoured and AlfaTest's bank account is credited with the amount due.
4. If the agreement is based on a cost estimate and it turns out that the costs will substantially exceed what has been estimated in relation to the Client, the Consultant will notify the Client thereof in writing. In such cases, the Client has the right to terminate the agreement in writing within two (2) weeks of receipt of such notification. If the agreement is terminated, the Consultant may demand partial compensation corresponding to services already performed. Furthermore, the Consultant has the right to claim compensation for costs that are not included in the compensation but that have arisen through the provision of the services.
5. AlfaTest pricing is susceptible to annual indexing according to index K21.
6. The Client may only use any right of set-off or retention if its counterclaims are legally established, indisputable or recognized in writing by the Consultant. The Client may not offset a claim for damages or penalty payments against payments due to the Consultant.
7. In the event of non-payment, the Client shall pay interest on arrears in accordance with applicable law and the Consultant may make additional claims if major damage can be proven to the Client. The consultant may also charge for payment reminders in accordance with applicable law.

#### Information

1. For a period of five (5) years after the termination of this agreement, the Consultant and the Client shall observe confidentiality regarding the other party's confidential information. Confidential information does not include information such as:
  - a) it can be shown that the recipient already knew at the time of the conclusion of the contract or who is disclosed by third parties after the termination of the agreement without such third parties violating confidentiality agreements, the rule of law or government decisions;
  - b) is generally known at the time of the conclusion of the Agreement or becomes public knowledge after the conclusion of the Agreement, as long as it is not by breach of this Agreement;
  - c) must be disclosed due to a legal obligation or a decision of a court or authority. To the extent permitted and possible, the recipient who becomes required to disclose such information shall inform the other Contracting Party thereof in advance and shall give the other Contracting Party the opportunity to intervene against such disclosure;
  - d) be disclosed to a standardisation body or a regulatory or supervisory institution; or
  - e) the recipient himself developed or had

developed, regardless of its knowledge of such confidential information.

2. The consultant shall save contract documents to the extent required by law or other legal regulations. The Consultant is also obliged to preserve documents for documentation purposes, which does not affect the Client's possible legal or contractual requirements for return.

#### Place of performance and prohibition of transfer

1. The place of performance of all services is the seat of the Consultant.
2. The Client may not transfer or pledge claims that the Client has in connection with the business relationship.

#### Occupational Health and safety at the clients premises

1. The Client has the coordination obligation with accompanying coordination responsibility in accordance with the Work Environment Act. The Consultant and the Client shall inform each other of the special risks that may exist or may arise in connection with the implementation of the assignment and of all safety and accident prevention regulations applicable on the site. Information shall also be provided whether protective devices must be removed or put out of service. The Consultant shall ensure that the Consultant's staff receives the information about the work environment that the Client has communicated to the Consultant.
2. The Client shall be responsible for the necessary protective devices – including scaffolding, guardrails and protective roofs, for the implementation of the assignment are correctly installed and maintained.

#### Applicable law

1. All claims arising from the business relationship in relation to commercial entities, legal entities governed by public law, or special assets shall be made where the Consultant has its registered office. However, the Consultant has the right to demand the Client in the place where this can generally be done.
2. Swedish law applies to all business relationships and legal relationships between the Client and the Consultant. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.