

In these general terms and conditions (“**General Terms and Conditions**”), “**Inspekt**” shall mean Inspekt Alfatest AB, reg. no. 556702-3956, address Gubbhögsgatan 6, 261 51, Landskrona, Sweden and its registered subsidiaries from time to time. “**Customer**” means Inspekt’s counterparty to the Agreement.

These General Terms and Conditions shall apply between Inspekt and Customer (individually referred to herein as the “**Party**” and collectively as the “**Parties**”) and constitutes the only terms and conditions to which the Parties are bound unless the Parties have agreed otherwise in writing. Any general terms and conditions of the Customer shall not apply between the Parties.

1. DEFINITIONS

“**Agreement**” means the agreement entered into between the Parties (such as a framework/master agreement, purchase agreement, quotation, assignment or order confirmation) including all appendices, amendments, extensions, additions, prolongations and renewals of the Agreement.

“**Agreement Date**” means the date on which the Agreement is signed by both Parties.

“**Control Object**” means the Customer’s object on which Inspekt has been instructed to carry out the Assignment.

“**Additional Work**” means all work ordered by the Customer that is not covered by the Assignment.

“**Assignment**” refers to the service such as inspection, certification, testing, consultancy service and/ or training to be provided by Inspekt to the Customer according to the Agreement.

2. PURPOSE AND SCOPE

2.1 The purpose of the Agreement is to set out the terms and conditions that will apply between the Parties in relation to the Assignment during the term of the Agreement. The Agreement applies to all Assignments performed by Inspekt for the Customer during the term of the Agreement.

3. CONTRACTUAL DOCUMENTS

3.1 These General Terms and Conditions shall apply between the Parties. Any deviation from these General Terms and Conditions must be agreed in writing between the Parties in order to be effective. The General Terms and Conditions constitute an integral part of the Agreement. When reference is made to the Agreement in these General Terms and Conditions, the General Terms and Conditions shall be considered included in the Agreement. To the extent that any of the provisions of the documents contradict each other, the documents will apply in the following order, unless otherwise expressly agreed by the Parties; (i) the Agreement and its appendices (the appendices take precedence in the order set out in the Agreement or in the numbering of the appendices), (ii) these General Terms and Conditions and (iii) the latest published version of the standard-form contract applicable to the industry (ABK).

4. INSPEKT’S OBLIGATIONS

4.1 Inspekt shall perform the Assignment in accordance with the terms of the Agreement.

4.2 Inspekt shall perform the Assignment in accordance with good professional diligence, in a professional manner and with the

care and diligence appropriate to the scope, purpose and complexity of the Assignment.

4.3 In the case of a statutory inspection, Inspekt verifies, for the purpose of issuing a certificate, that the object meets the requirements of a given standard and regulation. In every Assignment Inspekt shall comply with the laws, rules and general regulations applicable to each Assignment.

4.4 Inspekt shall (i) maintain a customary insurance during the term of the Agreement (ii) be responsible for ensuring that Inspekt’s personnel follow the instructions provided by the Customer prior to the commencement of the Assignment and (iii) provide equipment and materials where this is not the responsibility of the Customer according to the Agreement.

4.5 Inspekt shall be entitled to engage subcontractors for the performance of the Assignment, in whole or in part, without the Customer’s consent.

4.6 Inspekt is not responsible for checking the accuracy of the information, data and drawings etc. provided by the Client to Inspekt within the framework of the Assignment, unless explicitly stated in the Assignment.

5. THE CUSTOMER’S OBLIGATIONS

5.1 The Customer shall ensure compliance with all laws and regulations applicable to the Customer’s business.

5.2 Before entering into the Agreement, the Customer shall inform Inspekt of all circumstances that may be relevant to the performance of the Assignment.

5.3 The Customer undertakes to allow assessment teams from the Swedish Board for Accreditation and Conformity Assessment (Swedac) and certification bodies to witness Inspekt’s work.

5.4 The Customer shall approve Inspekt’s services under the Assignment within fourteen (14) days after receipt thereof, unless the services show material defects that give reason to refuse approval. The Customer shall not be entitled to refuse approval for immaterial errors which do not have a material impact on the suitability of the service for the agreed purpose. If the Customer, despite this obligation, does not accept the services under the Assignment within the set time, the Assignment shall be considered approved.

5.5 The Customer shall be responsible for ensuring that Inspekt can perform the Assignment in the agreed manner and at the agreed time. If the Assignment so requires, the Customer shall, at no cost to Inspekt, (i) assist and participate in the performance of the Assignment, (ii) provide Inspekt with the relevant equipment, drawings, instruments, materials, documents, documentation and personnel, (iii) provide special equipment (e.g. test load), (iv) provide electricity in the immediate vicinity of the workplace, (v) be responsible for safety during work at the Customer’s premises and/ or during work which involves the Customer’s property, (vi) coordinate safeguards and ensure that Inspekt’s instructions are complied with in the performance of the Assignment, (vii) ensure that the working environment is safe and in accordance with applicable legislation, (viii) ensure that the necessary personal protective equipment is available and (ix) provide access to a hygiene area and office workplace.

6. ADDITIONAL WORK

- 6.1 If one of the Parties wishes to change and/or extend the Assignment with Additional Work, such Party shall immediately notify the other Party. The Parties will then jointly agree on the Additional Work and its conditions, e.g. with regards to the impact on price and timetable.
- 6.2 If Inspekt, during the performance of the Assignment, considers that there is a need for Additional Work, Inspekt shall ask the Customer for instructions. If the Customer does not respond within a reasonable period of time, Inspekt shall be entitled to carry out such Additional Work at the Customer's expense, provided that the price of the Additional Work is reasonable in relation to the price of the Assignment and that the Additional Work cannot be postponed without risk of damage to the Customer.

7. PRICE AND PAYMENT TERMS

- 7.1 The Assignment shall be made on current account, unless a fixed price has been agreed. If the price is not stated in the Agreement, the price as stated in Inspekt's price list applicable from time to time, shall apply.
- 7.2 Inspekt is entitled to change its price list. The changes will take effect one (1) month after the Customer has been notified of the changes.
- 7.3 Unless otherwise agreed between the Parties, the stated prices shall be paid in SEK. The price is stated excluding VAT. The price refers to the price for Inspekt's work within the scope of the Assignment. To this price may be added costs for travelling time, travel expenses, costs for accommodation and per diem and/or costs for equipment and materials.
- 7.4 Inspekt reserves the right to charge the Customer in accordance with the applicable price list for any costs incurred as a result of Inspekt having to carry out security clearance checks on personnel who will be working at the Customer's classified premises.
- 7.5 Inspekt's Assignment is invoiced monthly or upon completion of the Assignment. The Customer shall pay no later than thirty (30) days from the invoice date. In the event of late payment, interest on overdue payment corresponding to the reference rate of interest plus eight (8) percentage points will be charged in accordance with the Interest Act (1975:535). In the event of the Customer's delay in payment, Inspekt is entitled to suspend the performance of the Assignment.

8. LIABILITY FOR DEFECTS

- 8.1 Inspekt shall be liable for damage caused to the Customer by Inspekt during the performance of the Assignment, if the damage is caused by the Assignment not being performed by Inspekt in accordance with the Agreement. Inspekt shall always be entitled to attempt to rectify the defect.
- 8.2 If Inspekt is hired to inspect the Control Object's technical safety, Inspekt does not guarantee that the Control Object is free from any other defects, unless this is explicitly stated in the Assignment.
- 8.3 Inspekt's liability does not cover defects caused by the Customer's failure to comply with its obligations under the Agreement or defects caused by the Customer providing incorrect information or not keeping the Control Object available.
- 8.4 Inspekt's liability in terms of statutory inspection is limited to the statutory requirements for statutory inspection.

- 8.5 Inspekt's liability is limited to compensation for direct damages. Inspekt is not liable for any indirect or consequential damages such as loss of profit, loss of revenue, loss due to reduction or loss of production or turnover and/or loss of goodwill etc.

- 8.6 Inspekt's liability is limited to the fee payable for the performance of the Assignment, but not more than SEK 1,000,000.

- 8.7 In the event that the Customer wishes to assert the existence of a defect, the Customer shall notify Inspekt thereof without undue delay after the defect was detected or should have been detected, but at the latest within one (1) month after completion of the Assignment. Inspekt shall only be liable for such material defects that the Customer should not reasonably have detected within the period for approval of the service pursuant to clause 5.4.

9. LIABILITY FOR DELAY

- 9.1 Inspekt shall be in delay if Inspekt does not complete the Assignment within the agreed time and this is due to circumstances for which Inspekt is responsible. If Inspekt is in delay, Inspekt shall be entitled to complete the Assignment within a reasonable time. If the Assignment is not completed within a reasonable time, the Customer is entitled to allow a third party to carry out the Assignment at the expense of Inspekt. Inspekt shall pay for such third-party costs if the Customer has attempted to minimise its loss and can demonstrate that the third-party costs are reasonable.

- 9.2 Inspekt's liability is limited to compensation for direct damages. Inspekt is not liable for any indirect or consequential damages such as loss of profit, loss of revenue, loss due to reduction or loss of production or turnover, loss of goodwill etc.

- 9.3 Inspekt's liability is limited to the fee payable for the performance of the Assignment, but not more than SEK 1,000,000.

- 9.4 The Customer's right to compensation due to delay is forfeited unless the Customer submits a written claim to Inspekt no later than one (1) month after the delay has occurred.

10. RESULTS

- 10.1 Unless otherwise agreed between the Parties, Inspekt shall have all title, right and ownership to the results arising from the Assignment, such as, but not limited to know-how, copyright, trademarks, patents and designs. The Customer shall have title, right and ownership to the reports, test protocols and certificates delivered within the framework of the Assignment. The reports, test protocols and certificates may only be reproduced in their entirety and the Customer shall not modify them in any way.

11. TERM OF AGREEMENT AND TERMINATION

- 11.1 This Agreement shall enter into force on the Agreement Date and shall thereafter remain in force until further notice, unless terminated in writing by either Party upon six (6) months' notice.

- 11.2 Either Party is entitled to (i) terminate the Agreement in writing with thirty (30) days' notice if the other Party fails to perform any of its obligations under the Agreement or applicable law, if such failure is of material importance to the terminating party and the failure has not been remedied within said thirty (30) days and/ or (ii) terminate the Agreement in writing with immediate effect if the other Party suspends its payments, enters into negotiations for a settlement with its creditors, becomes the subject of a petition for bankruptcy, company reconstruction, or similar, ceases to operate its business, goes

into liquidation or if an administrator/receiver is appointed for all or some part of the Party's assets.

- 11.3 Inspekt is entitled to compensation for the parts of the Assignment that have been completed or prepared prior to the termination or for work that may be of use to the Customer even if the Assignment could not be completed.

12. FORCE MAJEURE

- 12.1 A Party is exempt from remedies for failure to fulfil a certain obligation under this Agreement if the failure is caused by a circumstance beyond the Party's control and which prevents the fulfilment of that obligation ("force majeure event"). War, fire, flood and similar circumstances shall constitute a force majeure event.

- 12.2 A Party wishing to refer to force majeure shall immediately notify the other Party and take commercially reasonable measures to remove or avoid the obstacle for the fulfilment of the obligation. If the Party fails to give such notice, the Party will not be exempted of its remedies for failure to fulfil a certain obligation.

- 12.3 Should the obstacle due to force majeure last for more than three (3) months, the other Party shall be entitled to terminate this Agreement with immediate effect.

13. NOTICES

- 13.1 All notices under the Agreement shall be sent either by courier, registered letter or e-mail to the address specified in the Agreement or to such address as either Party has subsequently notified in writing to the other Party, subject to the provisions of this clause. The notice shall be deemed to have been received by the recipient (i) if delivered by courier: on the date of delivery to the recipient's address upon delivery receipt; or (ii) if sent by registered letter with receipt of delivery: ten (10) days after the date of delivery by post; or (iii) if sent by e-mail: on the day after the sending e-mail account generates a confirmation that the e-mail has been sent in full to the recipient's e-mail address.

14. CONFIDENTIALITY

- 14.1 Each Party undertakes to observe confidentiality and not to disclose to any third parties any confidential information received from the other Party in connection with the Agreement or these General Terms and Conditions, regardless of the form or media in which the information is received or whether it communicated in writing or orally. Confidential information shall mean any information expressly designated by the Party as confidential and any other information relating to the Party's business, information of business, financial, commercial and technical nature, information concerning products and development, trade secrets, know-how, information about personnel, consultants, subcontractors and customers of the respective Party, the content of the Agreement or these General Terms and Conditions or information which may otherwise reasonably be considered to be confidential by the disclosing Party. Each Party also undertakes not to use the other Party's confidential information for itself or others, except for the purpose of fulfilling Party's obligations under the Agreement or these General Terms and Conditions.

- 14.2 Each Party also undertakes to disclose confidential information only to such employees or other persons to whom such disclosure is necessary to enable the Party to perform its obligations under the Agreement or these General Terms and Conditions. Each Party further undertakes to ensure that all the Party's employees and other persons to whom confidential information has been disclosed undertake to comply with the

confidentiality provisions of the Agreement or these General Terms and Conditions.

- 14.3 A Party's confidentiality obligation according to this section 14 shall not apply to such confidential information that

- (i) was already known to the receiving Party at the time of receipt;
- (ii) is or has become publicly available or known without a breach of the confidentiality obligation by the receiving Party;
- (iii) the receiving Party has lawfully obtained from a third party, provided that the third party is not bound by a confidentiality obligation;
- (iv) the receiving Party is required to make public by virtue of a court decision, an official decision or otherwise according to a statutory requirement.

- 14.4 The Parties' confidentiality obligations under this section 14 shall apply during the term of the Agreement and for a period of three (3) years after termination of the Agreement.

15. MISCELLANEOUS

- 15.1 Amendments and additions to the Agreement shall be binding only if made in writing and signed by the Parties. In no event shall the failure of either Party to assert, exercise or utilise any right, claim or compensation according to the Agreement be deemed to constitute a waiver of such right, claim or compensation, unless expressly waived in writing. A Party shall not be entitled to assign, sub-contract or otherwise transfer its rights or obligations under the Agreement without the written consent of the other Party.

- 15.2 Swedish law shall apply to these General Terms and Conditions/ the Agreement and any non-contractual obligations arising out of or in connection with these General Terms and Conditions/ the Agreement. Any dispute or non-contractual obligations arising out of or in connection with these General Terms and Conditions/ the Agreement shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce ("SCC"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules of the SCC shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one (1) or three (3) arbitrators. The venue for the arbitral proceedings shall be Stockholm and the language to be used in the proceedings shall be Swedish. Arbitral proceedings conducted under this arbitration clause shall be kept confidential. The confidentiality shall extend to all information obtained in the course of such arbitral proceedings as well as any decision or arbitration issued in connection with the proceedings. Information covered by confidentiality shall not be disclosed in any form to a third party without the written consent of the other Party. However, this shall not prevent a Party from forwarding such information in order to best protect its rights against the other Party in connection with the dispute or if a Party is obliged to provide such information by statute, regulation, official decision, stock exchange contract or similar.