

General terms and conditions - Services

1. INTRODUCTION

These General Terms shall apply in relation to Supplier's provision of services ("Services") to Trioworld Industrier AB or any company within its group ("Purchaser") unless the Parties have agreed on terms more favorable for the Purchaser. In these General Terms "Parties" refers jointly to Purchaser and Supplier, each a "Party". "Agreement" refers to the agreement between the Parties and shall include these General Terms and the Specific Terms.

2. GENERAL REQUIREMENTS

Supplier warrants that the Services will be performed and the results thereof delivered in accordance with the Agreement as well as any other specifications or agreement between Supplier and the Purchaser, and in compliance with applicable laws and generally accepted working practices and standards, with due care and otherwise in a professional manner. Supplier further warrants that all personnel performing any part of the Services will be qualified, skilled and suitable for the purpose and will observe generally accepted working practices and standards. Supplier is obliged to take those initiatives that may be necessary in order otherwise to obtain required know-how on the assignment and for its implementation.

Supplier warrants that its performance and provision of the Services, or any part thereof, including the use of any equipment, tools, technique, know-how, parts, or otherwise, do not infringe the intellectual property rights of any third party.

All materials, tools, machinery and other products and equipment to be provided by Supplier as part of the Services shall be well suited for its purpose, be in accordance with the Agreement.

All materials, tools, machinery and other products and equipment provided by supplier as part of the Services shall be purchased through Purchaser's agreements (or, if requested by the Purchaser, the Purchaser's agreements) with no price mark-up. Prior to such a purchase Supplier shall get Purchaser's approval.

Information processed via some form of data media (e.g. portable drives, laptops, servers etc.) shall be processed in accordance with any regulations and instructions that Purchaser employs with respect, for example, to format, virus etc.

Supplier shall, upon Purchaser request, without delay dismiss from work at Purchaser's sites any person who violates safety regulation or administrative rules or Purchaser's instructions, or any person who does not fulfil the established or expected requirements regarding professional skills and careful performance of the work or otherwise is reasonably deemed unsuitable for the work.

3. EQUIPMENT, TOOLS, ETC.

Unless otherwise agreed Supplier shall, at no extra cost, provide the material, tools, machinery and other products and equipment necessary to perform the Services in accordance with the Agreement.

Supplier shall schedule the performance of Services on Purchaser's sites during Purchaser's ordinary working hours at the relevant site or, with respect to maintenance work on production equipment, during planned maintenance stops, notwithstanding the time of day, or such other times which are suitable taking into account ongoing production.

Supplier shall, in consultation with Purchaser, plan and carry out all work so that any other work carried out at Purchaser's site is not disturbed more than necessary. Supplier shall further maintain good order at the workplace on site.

Supplier shall ensure that Supplier's personnel on Purchaser's site comply with the general provisions provided by Purchaser in order to co-ordinate work or which concern general administration and order, health inspections, time inspections, fire protection or accident and ill-health prevention at work. Where necessary, Supplier is responsible for making sure that its employees and subcontractors have valid labor and residence permits.

4. SUBCONTRACTORS

Supplier may engage subcontractors only after Purchaser's written approval, such approval not to be unreasonably withheld. Supplier shall be equally liable for any subcontractor's work as for its own work and for any subcontractor's employees as for its own employees.

5. DELAY

Supplier shall, as soon as practically possible, notify Purchaser in writing of any expected delay, stating the reason for the delay and, to the extent possible, the time when commencement and completion of the Service, or part thereof, can be expected.

Where the Parties have agreed on a specific appearance time or where the Parties have otherwise agreed that the performance of any part of the Service shall commence or be completed at a particular time and Supplier fails to meet such times, Purchaser shall be entitled to liquidated damages of 1.5% for each commenced week of delay or (if greater) compensation from Purchaser for any loss, cost or damage suffered or incurred by Purchaser in case of such delay. The specified percentages are percentages of lump sum payments, ceiling prices or cost frameworks specified for the relevant Service in delay.

Where the delay is material or Supplier has been repeatedly in delay Purchaser shall be entitled to rescind

and cancel the Service and/or terminate the Agreement in whole or in part in writing with immediate effect and in such case Purchaser shall be entitled to compensation for any cost, loss or other damages incurred or suffered.

6. DEFECTS

Any deviation in the performance or the result of the Service from what is stated or warranted in the Agreement shall constitute a defect. Purchaser shall notify Supplier of any defect within reasonable time after having noticed and understood the nature of the defect. Purchaser shall be entitled to present any claim under this section 6 regarding a defect which appears within two (2) years from the date of completion of the last part of the Service. This time limitation shall however not apply in case of gross negligence or willful misconduct on the part of Supplier.

Supplier shall without delay, or at the later time Purchaser so decides, remedy a defect at no cost to Purchaser. To the extent Supplier fails to remedy a defect in accordance herewith, Purchaser shall be entitled to, at its discretion, either itself remedy the defect at the risk and expense of Supplier or employ a third party to do so or to a reduction of the price. Where the defect is material, Purchaser may always terminate the Agreement in writing in whole or in part with immediate effect.

In case of a defect, Purchaser shall be entitled to compensation for any cost, loss or other damage incurred by Purchaser due to the defect.

7. PAYMENT TERMS

The rates and prices for Supplier's provision of the Service include all resources and investments required for Supplier to provide the Services in accordance with the Agreement, including without limitation any tax (other than VAT), costs for packaging, services, license and sub-contractor fees. Charges such as invoicing, administration costs etc. may not be billed.

Invoiced amounts become due 60 days from receipt of a properly issued invoice. Invoices shall be issued after the provision of Services and may not be issued more frequently than on a monthly basis. Invoices shall be sent no later than six (6) months after delivery of the relevant Service. The Purchaser shall not be obliged to pay invoices issued after such time.

For assignments conducted on a current account basis, invoices shall be accompanied by time sheets attested by Purchaser.

In the event of late payment, penalty interest is payable at the current reference rate of the country where the Purchaser is registered plus two (2) percentage points. Purchaser may withhold payments corresponding to the disputed amount in case of dispute of an invoice. Supplier shall not thereby be entitled to suspend the

performance of its obligations, provided such invoice is disputed in good faith.

Invoices shall, only be valid and payable if (in addition to any mandatory legal requirements) including (i) the name of the order submitter; (ii) verified costs incurred; (iii) period of time in question; and (iv) such other information as requested by Purchaser in writing.

Invoicing may only be effectuated by Supplier and Supplier alone is responsible for payments to any subcontractor(s).

8. INSURANCE

Supplier shall, at its own cost, procure and maintain a liability insurance in a sufficient liability amount, taking into account the nature and scope of its obligations and liabilities under the Agreement. Upon request by Purchaser, Supplier shall provide an insurance certificate in order to prove its compliance with this section 8.

9. INTELLECTUAL PROPERTY RIGHTS

Material, documents, source code and any other results produced or delivered by Supplier in the course of providing the Service (including any intellectual property rights therein) become the sole property of and shall be handed over to Purchaser no later than on completion of the Service, provided that Purchaser has paid the invoices for the Service (except to the extent payment is rightfully withheld as a result of any breach of Supplier's obligations under the Agreement). Purchaser may use and modify such results without restrictions, and Supplier shall give reasonable assistance if Purchaser seeks to register any intellectual property rights therein. To the extent such material, documents, source code and other results are based on any third party intellectual property right, Supplier shall notify Purchaser thereof and ensure that Purchaser instead receives a non-exclusive, perpetual and assignable right to use, modify and disseminate the same for the intended purpose of the Service or as otherwise set out in the Agreement.

Supplier shall indemnify Purchaser in full with respect to claims in respect of infringements of patents or any other industrial or intellectual property rights belonging to any party. Supplier undertakes upon Purchaser's request and at its own expense, to defend claims brought by third parties with respect to such claims. By way of such request, Purchaser authorizes Supplier to defend Purchaser in the relevant case, before courts of law or otherwise. Purchaser shall notify Supplier in writing and without undue delay of any such claim brought by any third party.

10. COMPLIANCE

Supplier warrants that it complies, and shall continuously comply, with all applicable laws,

regulations, decisions by public authorities, Purchaser's Supplier code of conduct (including the right for Purchaser to perform audits of the Supplier), and international recognized standards, all including relating to processing of personal data, employment and labor rights, including employment discrimination, health and safety, freedom of association and collective bargaining. Supplier shall ensure that any processing of personal data is made in accordance with applicable law and regulation and, to the extent Purchaser is the controller of such data, undertakes to only process the same in accordance with the Agreement and Purchaser's written instructions (if applicable, as set out in a separate personal data processing agreement provided by Purchaser). Personal data from the Purchaser may not be transferred outside of EEA.

Supplier warrants that it, and its direct and indirect subsidiaries and affiliates and sub-contractors, has in place adequate procedures and mechanisms for preventing, reporting and appropriately acting upon suspected violations of applicable rules and regulations regarding money laundering.

Supplier warrants that neither Supplier, including its direct and indirect subsidiaries, nor, to the best of its knowledge, any director, officer, employee, subcontractor, or supplier, is subject to sanctions.

Supplier warrants that it, and its direct and indirect subsidiaries and affiliates and sub-contractors, shall comply with all applicable laws on anti-corruption ("Anti-Corruption Laws"), and warrants that it has not violated any Anti-Corruption Law.

Supplier shall not cause Purchaser, or any of its affiliates, to violate any Anti-Corruption Laws in connection with the activities conducted on behalf of Purchaser or any of its affiliates. Without limiting any of the foregoing, Supplier will not, in connection with the activities to be performed on behalf of Purchaser, or any of their affiliates, pay, offer, promise, or authorize the payment or transfer of anything of value, directly or indirectly, to any other person or entity for the purpose of improperly obtaining or retaining business or any other advantage for Purchaser or its affiliates or for any other purpose prohibited by any Anti-Corruption Law. Supplier shall not make facilitation or "grease" payments in connection with activities to be performed on behalf of Purchaser or any of its affiliates.

Supplier is not authorized to and will not act as an agent of Purchaser, or any of its affiliates, in relation to any government officials.

Supplier agrees to answer promptly, fully and truthfully on any questions from Purchaser related to any of the matters referred to in this section 10, and to co-operate fully in any investigation of potential breach of this section 10. Purchaser shall be entitled to withhold payment under the Agreement or terminate the

Agreement with immediate effect in the event it concludes, in its absolute discretion, that Supplier has committed a breach of this section 10 or that such breach is likely to occur.

In the event of any breach of the warranty and undertaking set forth in this section 10, Supplier shall indemnify and hold Purchaser or its affiliates harmless in respect of any and all cost, loss or other damage suffered or incurred by Purchaser or its affiliates as a consequence of such breach of warranty.

11. CONFIDENTIALITY

Each Party shall undertake, during the term of the Agreement and for a period of five (5) years thereafter, to maintain in absolute confidence any Confidential Information and not to disclose any Confidential Information to a third party or use Confidential Information for any other purpose than fulfilling its obligations under the Agreement. Supplier shall avoid conflict of interest when carrying out assignments for another party and shall ensure that required confidentiality will be maintained in such assignments. "Confidential Information" means any and all information (whether oral written or any other form), including without limitation the existence and contents of the Agreement, financial information, trade secrets, customer information, and other information attributable to the other Party, save for: (a) information which is or becomes known to the general public other than through a breach of the Agreement or another undertaking of confidentiality towards either Party; (b) information which the receiving Party can show was in its lawful possession before receiving such information from the other Party; (c) information which a Party has received or receives from a third party without any lawful restraints as to the disclosure thereof; or (d) information which a Party is legally obliged to disclose by law or pursuant to order of court or competent authority or tribunal or required by any applicable stock exchange regulations or regulations of any other recognized market place, provided however that a Party so bound to disclose shall first to the extent possible notify the other Party in writing before disclosure.

12. LIABILITY

Supplier shall be liable for any cost, loss or other damage suffered or incurred by Purchaser, if such cost, loss or other damage is due to Supplier failing to perform in accordance with the Agreement or due to the negligence of Supplier.

Supplier shall indemnify, defend and hold Purchaser harmless in respect of any liability incurred by Purchaser towards any third party, where such liability is due to Supplier failing to perform any of its obligations in

accordance with the Agreement or due to the negligence of Supplier.

Any liquidated damages to be paid by Supplier to Purchaser is payable upon request. Purchaser may set off any claim it may have against Supplier against any claim or invoice issued by the Supplier hereunder.

Neither Party shall be liable for any loss incurred by the other Party, to the extent that the loss is caused by force majeure, provided that and to the extent that the suffering Party has used all reasonable endeavors to remove, avoid or overcome such force majeure without undue delay.

13. MISCELLANEOUS

The Agreement may only be assigned or otherwise transferred by either Party after prior written consent of the other Party, provided that Purchaser may transfer or otherwise assign the Agreement and/or any of its rights and obligations hereunder to another company within the Purchaser's group.

Any amendment to the Agreement shall be made in writing and duly signed by the Parties.

No delay, failure or omission of a Party in enforcing, exercising or pursuing any right, claim or remedy shall be deemed as a waiver thereof.

14. GOVERNING LAW

The Agreement shall be governed by and construed in accordance with the laws of the country where the Purchaser is registered.

15. DISPUTES

Any dispute, controversy or claim arising out of or relating to the Agreement, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm and the language to be used in the arbitral proceedings shall be English unless otherwise agreed by the Parties.

The Parties shall undertake and agree that all arbitral proceedings conducted with reference to the arbitration clause shall be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of the proceedings as well as any decision or award that is made or declared during the proceedings. Notwithstanding the foregoing, a Party shall not be prevented from disclosing such information in order to safeguard its rights in connection with the dispute, or if obliged to do so by law or pursuant to order of court or competent authority or tribunal or required by any applicable stock exchange regulations or regulations of any other recognized market place.
