



## Strömberg's General Terms and Conditions for purchase of Services

### 1 § Background and scope

These General Terms and Conditions apply to quotation/tender between a Customer and Strömberg Distribution (hereinafter Supplier). On the basis of these terms, a Customer commissions Strömberg to provide Services indicated below and in accordance with the terms and conditions set out below.

### 2 § Definitions

Terms used in this Agreement and its Appendices shall have the following meaning:

'**Agreed delivery date**' shall be the day on which Strömberg shall provide the Service.

'**The Task**' - work carried out by Strömberg which is specified in detail in Appendix 2 to the Agreement.

### 3 § Undertaking to perform

Strömberg undertakes to provide the Service as specified in the quotation/tender.

### 4 § Performance of Service

Strömberg shall take whatever action is required in order to provide the Service and fulfil the other terms and conditions set out in the quotation/tender.

Supplier shall comply with applicable safety regulations when providing the Service and shall ensure that any sub-suppliers comply with said regulations.

The customer shall ensure that the Supplier receives all the information from the customer that is necessary to perform the Service in accordance with the quotation/tender. If the Supplier finds that information for undertaking the Service is incomplete or in some respects unclear, the Supplier shall promptly report this to the Customer and the parties shall together ensure that the documentation becomes complete.

A Party shall inform the respective other Party without delay if it becomes aware of circumstances that may result in changes to the Service or to the provision of the Service.

### 5 § Change to the Service

If a Customer wishes to change the Service, Supplier shall be given a written description of said change. Supplier shall provide a decision regarding whether or not a change is accepted within a reasonable period from receipt of a change request and shall indicate the conditions applicable to a change in payment and/or schedule as well as any adjustment of the Agreed delivery date for the change.

Agreements regarding changes together with agreed financial changes and other conditions resulting from a change shall be drawn up in writing and confirmed by e-mail or signed by the parties. If no agreement on change is reached, the Service shall remain unchanged.

### 6 § Price adjustment

Prices are specified in the quotation/tender.

Price adjustments other than those that the Supplier cannot influence, such as postage, DMT (fuel supplement), cost for paper / cardboard, are adjusted in accordance with adjustments from the Supplier's agreed partners.

All additional costs not known to the Supplier at the time of the quotation / tender which arise in connection with the assignment shall be charged to the Customer.

### 7 § Payment terms

Payment shall be made against an invoice no later than thirty (30) days after invoice date. In the event of payment after the respective due date, interest on overdue payments shall be payable in accordance with the applicable interest rate.

### 8 § Sub-suppliers

Supplier is entitled to engage the services of sub-suppliers to carry out some or all of the Service. Supplier shall be responsible for sub-suppliers in the same way as for its own work.

### 9 § Errors and rectification of errors

The supplier shall, after complaint from the Customer in accordance with the provisions below and with the urgency which circumstances require, rectify faults (make corrections) in the Service at his own expense. An error in the Service means that the performance of the Service or, where applicable, results does not correspond to what has been agreed. The supplier is not liable for errors that depend on something the Customer is responsible for.

If Supplier fails to rectify an error with the speed required by the respective circumstances, a Customer may stipulate a final and reasonable deadline for rectification by Supplier. If an error is not rectified on expiry of the period specified, the Customer shall be entitled to compensation commensurate with the respective error.

The Customer shall, without delay, after discovery, and in any case within [4 weeks] of the completed delivery of the Service, in writing, report any errors in the Service to the Supplier. If the customer does not complain within this time, the Customer's right to remedy, price reduction and cancellation lapses.

### 10 § Liability on the part of Supplier

The supplier must have general liability insurance including product liability insurance of at least SEK 1 (1) million or a consultancy liability insurance of 20 base amounts.

The Supplier shall, at the Customer's request, provide the relevant insurance certificate.

### 11 § Limit of liability

If one of the Parties shall be prevented from fulfilling its obligations in accordance with the agreed Services, or this is made difficult or is delayed as a result of force majeure - circumstances beyond the respective Party's control, such as, for example, war, warlike event, insurrection, official measures or intervention, or natural disaster shall exempt the respective Party from its obligation or performance in accordance with the agreed Services for as long as required in view of the circumstances.

### 12 § Confidentiality

The Parties are aware that they may gain access to information in the context of the Agreement about the operating or management situation in the other Party's company, including this Agreement and other information of a confidential nature. A Party may not disclose such information without the other Party's written approval (confidentiality). Supplier shall be bound by professional secrecy concerning all information/knowledge of a Customer activities that is not in the public domain.

However, any part has the right to disclose information if it has an obligation to do so by law.

Information shall be understood both as information which has been documented in some form and an individual's personal knowledge about a certain situation even if this has not been documented in any particular way.