

## 1. Application

**1.1** These general terms and conditions for delivery of services (“**General Delivery Terms**”) shall apply when Siemens AB (hereinafter “**Seller**”) and the Buyer in an offer, order confirmation or contract, in writing or otherwise, have agreed thereto. Any terms and conditions of the Buyer shall apply only where expressly accepted in writing by the Seller.

**1.2 “Contract”** shall mean either a contractual document signed by the Seller and the Buyer specifying the terms and conditions of the Services, or, should such contractual document not exist, the Seller’s accepted offer or the Buyer’s order, which the Seller has accepted either by a separate order confirmation or by delivering the ordered goods or services to the Buyer.

**1.3 “Services”** shall mean everything that the Seller delivers to the Buyer as part of a one-off or continuous service under the Contract.

**1.4 “Party” or “Parties”** shall mean the Seller or the Buyer, or the Seller and the Buyer respectively.

## 2. Performance of Services

**2.1** The content of the Services is defined in the Contract and its appendices. The Services do not contain other goods or services than those explicitly described in the Contract.

**2.2** Unless otherwise agreed, the Seller shall commence the Services within a reasonable time from entering into the Contract and perform the Services during its normal service hours.

**2.3** The Seller shall only use sufficiently qualified and experienced personnel for performing the Services.

**2.4** The Services shall include the Seller’s standard documentation related to the Services either in the language of the country of the execution of the Contract (i.e. Swedish) or German or English.

**2.5** The Seller may at its option and as applicable provide the Services or part thereof via a secure remote access. In such case the Buyer shall allow the Seller to access the service objects via a remote access and provide an internet connection sufficient for the Seller to establish a remote access to the service objects. The Buyer shall ensure that the Buyer’s systems are technically compatible with the remote access tool and that remote access meets the Buyer’s information security and other requirements. The Seller may modify the information security and other technical requirements of the remote access during the Contract term. In such case the Seller shall notify the Buyer in advance.

**2.6** The Seller shall during the effectiveness of the Contract have the right, at its own expense, to inspect the service objects at any time at their installation location.

**2.7** Unless otherwise stated in this Contract, the Seller shall not have any responsibility for the Buyer’s scheduling, planning, project-management, quality programs, health and safety, security or environmental management and their impact on the Services.

**2.8** To the extent the Services include supervision, the Seller’s only obligation is to provide correct instructions. The Seller shall not be liable for the performance of third parties (other than its subcontractors) or the Buyer’s personnel.

## 3. The Buyer’s obligations

**3.1** The Buyer shall be liable for the correctness and sufficiency of the information given to the Seller by the Buyer that has an effect on the provision of the Services or their qualities. The Buyer shall without delay inform the Seller of such changes in circumstances, which have an effect on the fulfilment of the Contract.

**3.2** The Buyer shall obtain all necessary permits and approvals from relevant authorities required for commissioning and use of the Services, except to the extent that these can only be obtained by the Seller.

**3.3** The Buyer shall take all measures that are reasonably required for the Seller to commence the performance of the Services on time and to carry out the Services in an uninterrupted manner. In particular, the Buyer shall at its cost:

(i) Support the Seller in problem analysis to the extent necessary, e.g. providing incident reports and error messages.

(ii) Coordinate third parties commissioned by the Buyer.

(iii) Provide up to date documents, drawings of and information about the service objects before commencement of the Services.

(iv) Provide current data back-up of the current software versions, including the stored data and the system parameters on an appropriate data carrier as well as the provision of a copy of the respective data carrier, and execute data retrieval if necessary.

(v) Bear costs related to the transportation of the service objects to the Seller if the Services are conducted at the Seller’s premises.

**3.4** To the extent the Services will be performed at the Buyer’s premises, the Buyer shall at its cost additionally:

(i) provide unrestricted access to the service objects, timely performance of necessary preparatory work and establishment of the required operating conditions and infrastructural requirements necessary for the performance of the Services (e.g. internet access, electricity and telephone).

(ii) Provide briefings and trainings, including provision of information regarding possible relevant hazards for humans and machines resulting from the provision of the Services, as well as regarding the applicable health and safety and other safety regulations of the Buyer.

(iii) Ensure and monitor that the service objects are in a safe condition so that there are no risks for humans or machines during the performance of the Services.

(iv) Ensure that suitably qualified the Buyer’s personnel is available to the Seller during the performance of the Services with the necessary experience and know-how to operate the service objects. Furthermore, the personnel must be able to make and implement any necessary decisions concerning the Services.

(v) Provide technical resources and auxiliary equipment (e.g. ladders, scaffolding, lifting devices, special tools as well as on-site transportation) with the required operating personnel as well as the operating and production resources and materials and consumables necessary for the performance of the Services.

(vi) Provide power and water supplies together with the necessary connections up to the required location on site as well as heating and general lighting and, if necessary, air-conditioning and ventilation.

(vii) Be responsible for adequate safety precautions on site against theft, damage, destruction and other adverse factors. Material lost or damaged shall be replaced or repaired at the Buyer’s cost.

**3.5** The Buyer acknowledges that the Services on site may generate and/or in connection with the Services hazardous waste may be uncovered, which is subject to specific regulatory requirements. If the Seller discovers in connection with performing the Services that there is hazardous materials (for example asbestos), environmentally hazardous substances, geological or geothermal conditions, archaeological findings or any other local environmental conditions on the site where the Services are performed, which have an adverse effect on the Services, the Buyer shall be liable for any required remediation at its expense. Where the remediation causes a delay of the Services, the consequences shall be those set out in Clause 8.4. The Buyer shall, at its expense, provide containers complying with all legal and regulatory requirements and shall handle, store and dispose of hazardous and other waste in accordance with applicable requirements.

**3.6** If the Services, part thereof or service objects will be connected to an intranet or the Internet, the Buyer shall have a holistic, state-of-the-art information security concept to protect its enterprise, plants, systems, machines and networks (“**Buyer’s Systems**”) against cyberthreats. Cyberthreat means any circumstance or event with the potential to adversely impact the Buyer’s Systems via unauthorized access, destruction, disclosure and/or modification of information, denial of service attacks or comparable scenarios. The information security concept should inter alia include using the latest version of the software, installing updates and patches as soon as they are available, complying with the security advisories available from the Seller and other manufacturers, regular vulnerability and malware scanning and testing, a state-of-the-art password policy, and only connecting the

Buyer's Systems to an intranet or the Internet to the extent necessary, when appropriate security measures are in place and subject the manufacturers' guidelines.

#### 4. Working conditions

**4.1** The Seller shall comply with the Buyer's site rules and regulations when performing the Services on site provided that the Buyer informs the Seller in writing of all relevant site rules and regulations in force at the premises so that the Seller has a reasonable time to review them prior to performance of the Services on site. The Buyer may require that a member of the Seller's personnel that does not comply with the said site rules and regulations will be removed from the site.

**4.2** The Buyer shall be responsible for the health and safety conditions on the Buyer's site and shall comply with any applicable laws in this respect. The Buyer shall in particular ensure that the site, including the ambient air and all parts of the plant the Seller's employees or subcontractors may come in contact with, are free of asbestos. Upon request by the Seller, the Buyer shall certify these conditions by a licensed and independent institute at the Buyer's cost. The Seller shall be entitled to perform corresponding measurements. The Seller may suspend the affected parts of the Services on site in the event that a health and safety risk originating from the Buyer's equipment, plant or service objects has not been eliminated or protective and preventive measures introduced to the Seller's reasonable satisfaction or absence of asbestos not ensured. In such case the consequences of the suspension shall be those set out in Clause 8.4.

#### 5. Prices and payment terms

**5.1** All prices specified in the Contract shall, if not otherwise expressly agreed in writing, be in SEK currency and shall not include value added tax (VAT). VAT and other taxes and official charges levied by authorities shall be invoiced from the Buyer according to the legislation in force at the time of invoicing.

**5.2** Unless otherwise explicitly agreed, prices exclude insurance, operating materials, consumables, spare and wearing parts, and possible additional charges (such as inspections by third parties). Such items and work performed falling outside of any agreed fixed service fee shall be invoiced separately based on the price list attached to the Contract or, if no price has been agreed for the item in question, based on the generally applicable price list of the Seller. The Seller may also invoice travel expenses incurred in performing the Services and an invoicing fee to the Buyer according to the Seller's normal practice, unless otherwise agreed in the Contract.

**5.3** The payment term shall be 30 days net from the date of the invoice. The Seller has the right to invoice the Services at the latest by the time, when the risk of damage and loss has according to the delivery term been transferred to the Buyer. If a fixed periodic service fee has been agreed for the Services (such as a monthly or annual fee), the Seller may invoice such service fee prior to the start of the service period that the fee covers.

**5.4** The Buyer shall pay interest on any delayed payment in accordance with article 6 of the Interest Act (1975:635). Late payment will also trigger a payment reminder and incur a reminder fee.

**5.5** If a payment is delayed or the Buyer is in breach any of its other material obligations under the Contract, the Seller shall have the right to suspend the Seller's performance under the Contract, of which the Seller shall inform the Buyer without delay. The Seller may in such case claim compensation and be allowed a time extension per Clause 8.4.

**5.6** The Buyer agrees to provide at its own expense upon the Seller's request securities accepted by the Seller for the payment of the Seller's receivables prior to the actual performance of Services. If it becomes apparent during the performance of Services that the securities provided by the Buyer are not sufficient to fully cover the Seller's receivables, the Buyer shall, at its own expense, provide the Seller upon the Seller's request additional securities accepted by the Seller.

**5.7** Unless otherwise explicitly agreed, the Seller may increase the prices for continuous Services by notifying the Buyer thereof in writing. If the Buyer does not accept the new prices notified by the Seller, the Buyer shall have the right to terminate the Contract to end when the new prices enter into force. The Buyer shall in such event deliver a written notice of termination to the Seller within one month from the date of the Seller's notice informing the Buyer of the new prices. In the absence of such termination notice the new prices shall become applicable.

#### 6. Transfer of risk and retention of title

**6.1** Goods and materials included in the Services are delivered to the Buyer DAP (Incoterms 2010). For other parts of the Services the risk of damage and loss shall transfer to the Buyer upon performance of the relevant part of the Service or, if the Services are subject to acceptance as per Clause 7.2, upon acceptance. The Buyer shall bear the risk of accidental damage to or loss of the service objects during performance of the Service.

**6.2** The title to the goods and materials delivered shall remain with the Seller until the Services have been paid in full.

#### 7. Inspection and acceptance

**7.1** The Buyer shall inspect the Services without undue delay and notify the Seller in writing of any defective Services.

**7.2** Unless otherwise agreed in writing, an acceptance of the Services is not required. Where the Parties have agreed on an acceptance in the Contract, the Buyer shall declare acceptance or notify the Seller of defects preventing the acceptance within 1 week of performance of the Services. Minor defects shall not prevent acceptance. Acceptance shall be deemed to have occurred, if the Buyer has not notified the Seller of defects preventing the acceptance within 1 week of performance of the Service or if the results of the Services and/or service objects have been put into operation or taken into commercial use.

**7.3** If any performance figures have been agreed in the Contract for the results of the Services or service objects, this Clause 7.3 shall apply. If the results of the Services or service objects fail to meet any performance figures in the Contract solely due to the fault of the Seller, the Seller shall be given additional reasonable time to achieve such figures by carrying out at its own expense any work which the Seller considers necessary. If, after completion of the work and all further performance tests, the performance figures are not reached, the Seller shall be liable for direct damages caused by the non-achievement of performance figures, if so specified in the Contract at an agreed rate, which shall in no event exceed 5% of the price of the part of the Services failing to meet the agreed figures. The compensation under this Clause 7.3 shall be the Buyer's only remedy for non-achievement of the performance figures required under the Contract.

**7.4** All costs of the Buyer and any third parties other than those of the Seller's subcontractors incurred in connection with inspections, tests and acceptance procedures shall be borne by the Buyer.

#### 8. Delay

**8.1** If the Seller does not meet a completion date for the Services, which has been specifically agreed to be binding, due to a reason solely attributable to the Seller, the Seller shall be liable for direct damages caused by the delay to the Buyer up to the amount of 0,5 % of the price of the delayed part of the Services, exclusive of VAT, per each full week of delay, however, not exceeding 5 % of the price of the delayed part of the Services, exclusive of VAT.

**8.2** If the Buyer is due to the delay of the Services entitled to claim the maximum amount of damages specified in Clause 8.1 and the Seller has not been able to rectify the delay within 30 days after maximum amount of damages is reached and the delay causes the Buyer substantial harm, the Buyer shall have the right to terminate the Contract to the extent that the Buyer cannot use the results of the Services for the intended purpose. If the Contract is terminated due to the delay, the Seller shall be liable, in addition to what has been stated in Clause 8.1., for direct

damages incurred by the Buyer due to the termination up to an amount not exceeding 5 % of the price of the terminated Contract, exclusive of VAT.

**8.3** The Buyer shall make claims based on the delay of the Services to the Seller in writing within one month of the performance of the delayed part of the Services. If the Buyer does not make a claim based on the delay of the Service within the time limit, the Buyer loses its right to make claims based on the delay.

**8.4** If the delay of the Services is caused by a reason attributable to the Buyer, the Buyer shall bear additional costs and pay for extra work arising therefrom. The Seller shall be allowed a time extension corresponding to the consequences of the delay. The Seller shall also have the right to invoice the Services on the date the Services were scheduled to take place according to the Contract.

**8.5** The Buyer's right to claim damages and other remedies based on the Seller's delay are exclusively agreed in this Clause 8.

## 9. Warranty

**9.1** The Seller provides for the design, material and workmanship in the technical equipment (such as goods, machinery, apparatus, systems, articles, instruments and tools) delivered as part of Services a 12 month warranty ("**Equipment Warranty**"). Equipment Warranty covers software embedded in the equipment and excludes software, which may be required to operate the equipment, such as operating system or other user interface software.

**9.2** The Seller provides for the software not covered by the Equipment Warranty a 3 month warranty ("**Software Warranty**"). The Software Warranty covers defects due to which the software does not essentially function in accordance with its documentation.

**9.3** The Seller provides for the performance of the Services, such as planning, installation, commissioning, programming, configuring, service, maintenance, consulting, training and other similar work, a warranty of 3 months covering non-conformities of the work with the express terms of the Contract ("**Warranty for Works**"). The Warranty for Works does not cover such designing, manufacturing or other similar work, which falls under the Equipment Warranty or Software Warranty.

**9.4** The warranties shall commence upon transfer of risk. If the transfer of risk is delayed due to a reason not attributable to the Seller, the warranties shall commence from the point of time, when the transfer of risk had been agreed to take place. If the results of the Services have not been available to use during the warranty period due to a defect covered by the warranty, the warranty period for the defective part of the Services shall be extended accordingly. However, the warranty period shall always expire, at the latest, (i) for Equipment Warranty, after 18 months from the start of the original warranty period, (ii) for Software Warranty, after 12 months from the start of the original warranty period, and (iii) for Warranty of Works after 12 months from the start of the original warranty period.

**9.5** The warranties cover at the Seller's option remedying the defect by repair, replacement, or re-performance. The Buyer shall give the Seller a reasonable period of time and opportunity to remedy the defect. For this purpose, the Buyer shall grant the Seller access to the defective Services, shall undertake any necessary disassembly and reassembly, and shall provide access to operation and maintenance data, all at no charge to the Seller. The Buyer shall, at its cost and on a request by the Seller, deliver the defective part, at the Seller's option, either to the Seller's premises or to the Seller's authorised repair shop in accordance with any shipping instructions given by the Seller. The Supplier shall at its cost have the repaired or new parts delivered to the Buyer on the delivery term DAP, Incoterms 2010, to the place of Services specified in the Contract. Upon the Seller's request, the Buyer shall ensure that title to the replaced defective parts shall transfer to the Seller and shall return such parts at the latest within two weeks of receiving the repaired or new part.

**9.6** If the costs of the rectification in accordance with Clause 9.5 would be unreasonable to the Seller compared with the harm caused by the defect to the Buyer's business, the Seller shall, instead of rectifying the defect, be entitled to give the Buyer a reasonable reduction of the price of Services containing the defect. The price reduction shall be proportionate to the negative effects of the defect to the use of the Services.

**9.7** The warranties for software cover providing the Buyer with an updated version of the software in which the defect has been remedied when such updated version is reasonably available from the Seller or from the Seller's licensor. If the software has been modified or individually developed by the Seller, the Seller shall in addition provide the Buyer with a workaround or other interim error correcting solution until the provision of an updated version of the software where the defect has been remedied, if such workaround or interim solution is feasible at reasonable expense and if otherwise the Buyer's business operations would be substantially impeded.

**9.8** The warranties do not cover defects caused by (i) use, maintenance or repair, which is faulty, negligent or against operation or maintenance manuals, (ii) changes to the Services made without the Seller's written consent, (iii) by normal wear and tear, (iv) circumstances that did not exist in the Services at the time of the transfer of risk to the Buyer, (v) insignificant deviations from the agreed quality or only minor impairments of usability, or (vi) special external influences, which are not identified within the Contract. The Seller does not warrant that the Services will be secure from cyberthreats or do not contain any vulnerability.

**9.9** If the Seller has not remedied a defect within a reasonable period of time and if the Seller does not remedy the defect within an additional reasonable period of time set by the Buyer in writing, the Buyer shall have the right to terminate the Contract in respect of the defective part of the Services, if the defect is substantial to the Buyer and provided that rights stated in Clause 9.6 do not apply. In such case, the Seller shall be liable, in addition to what has been stated in Clause 8.1, for direct damages incurred by the Buyer due to the termination of the Contract up to an amount not exceeding 7,5 % of the price of the terminated part of the Contract, exclusive of VAT.

**9.10** If the Seller carries out remedial work or re-performs the allegedly defective part of the Services and it is ultimately not established that there was a defect in the Services covered by the warranty, the Seller may charge the Buyer for such work, including defect diagnosis, and costs incurred.

**9.11** The Buyer shall make claims based on the warranty to the Seller without delay in writing, however at the latest before the expiry of the warranty period.

**9.12** The warranties in this Clause 9 constitute the only warranties with respect to the Services provided and the Buyer's exclusive remedies in the event of a defect in the Services. They are in lieu of all other warranties and remedies whether written or oral, statutory, express or implied, including the warranty of merchantability and the warranty of fitness for a particular purpose.

## 10. Rights of use

**10.1** All patent, copyright, database or design right, trademark and other intellectual property rights ("**Intellectual Property Rights**") in the Services shall be the exclusive property of and vest in the Seller or its licensors.

**10.2** The Buyer shall not reverse engineer, decompile, or reproduce the Services or parts thereof except to the extent mandatory law prohibits such limitation.

**10.3** The Buyer shall have the right to use the documents provided by the Seller in connection with the Service unmodified and to the extent necessary for the operation and routine maintenance of the Services. The Seller shall have the right to use the documents provided by the Buyer for the provision of the Services and grant the same right to its subcontractors.

**10.4** If the Services include software the Intellectual Property Rights of which belong to the Seller, such software is licensed under the license terms contained in the software documentation, the software itself or the license terms attached to the Contract ("**License Terms**"). License Terms shall prevail over the Contract. The Seller grants the Buyer a non-exclusive right to use the software in object code form only as described in the License Terms or, if no such terms are provided to the Buyer, for the purpose of the Buyer's internal operation and routine maintenance of the results of the Services.

**10.5** The Services may include third-party software and/or open source software ("**OSS**"). Insofar as specific license terms apply to such software, the Seller will provide the applicable license terms together with the Services. Such license terms applicable to third party software or OSS shall prevail over the Contract and the Buyer shall comply with them. Details regarding any third-party software and OSS contained in the Services are available in the software documentation (e.g. README\_OSS).

**10.6** If the Seller provides the Buyer access to a web application as part of the Services ("**Web Application**"), the Buyer is granted a non-exclusive right during the term of the Contract to access and use the Web Application in accordance with the terms of use published on its website at the time of use of such Web Application or attached to the Contract. Such terms of use of the Web Application shall prevail over the Contract.

**10.7** Subject to compliance with applicable law, the Seller and its group of companies may for their own business purposes collect, use, modify, and copy any data received in connection with the Services provided the data has been anonymized or pseudonymised.

#### **11. Infringement of intellectual property rights**

**11.1** The Services shall not infringe any Intellectual Property Rights registered in the country of the Seller.

**11.2** In the event a third party asserts a legitimate claim against the Buyer that the Services would infringe the Intellectual Property Rights of a third party, the Seller shall, at its option and expense, either (i) obtain a right for the Buyer to continue using the Services, (ii) modify the Services to eliminate the infringement, or (iii) replace the infringing parts of the Services. If this is not reasonably possible for the Seller, either Party may terminate the Contract in relation to infringing parts of the Services. Upon such termination the Buyer shall return the infringing parts of the Services and refund the Contract price for such part of the Services with a deduction made on the basis of the actual time the Services were used by the Buyer.

**11.3** The Seller shall not, however, be liable with respect to any claims of the Buyer arising out of (i) design or instruction furnished or given by the Buyer, (ii) the use of Services in a manner or for a purpose not foreseeable by the Seller, (iii) modification of the Services by the Buyer, (iv) use of the Services in combination with a product not provided by the Seller, (v) a claim made by a company, which either directly or indirectly controls the Buyer or is either directly or indirectly controlled by the Buyer, or (vi) refusal to use a published alike product or a newer version offered by the Seller free of charge, the usage of which would have prevented the infringement.

**11.4** The Seller shall only have the liability under Clause 11.2 or under any other Clauses in the Contract establishing the Seller a liability for third party claims, if the Buyer (i) gives the Seller a prompt written notice of any alleged or threatened claims of infringement, (ii) allows the Seller on its request to control the defense and/or settlement of such claim, (iii) does not acknowledge the infringement or agree to compensation or settlement proposals without first obtaining the Seller's written consent, and (iv) provides to the Seller all reasonable cooperation and information as may be requested by the Seller to defend or settle the claim.

**11.5** The foregoing states the Seller's entire liability for infringements of Intellectual Property Rights and other remedies are excluded.

#### **12 Technical modifications, change of laws**

**12.1** The Seller reserves the right to make such modifications to the Services that do not adversely affect the agreed operability, functionality or technical characteristics of the Services.

**12.2** If the Seller is required to make modifications to the Services due to changes in the legislation, official orders or guidelines, or required engineering standards, the Buyer shall be liable for the additional expenses caused by these changes and shall grant the Seller the needed time extension for the Services.

#### **13. Force majeure**

**13.1** Neither Party is liable for such delay or damages, which are due to a reason beyond the control of a Party or its subcontractors, provided that the Party affected could not reasonably have been expected to take such event into consideration while entering into the Contract and could not reasonably avoid or overcome its effects. A strike, lockout, boycott or other labour dispute-related action is considered a force majeure also, when the affected Party is the target of or participates in the action.

**13.2** If the fulfilment of the Contract is delayed due to one or more force majeure events by more than 4 months, either Party shall have the right to terminate the Contract to the extent it is considered reasonable by informing the other Party thereof in writing. In addition to the consequences set forth in Clause 17.3, the Seller shall be entitled to reimbursement from the Buyer for its direct costs related to the termination.

#### **14. Confidentiality and data protection**

**14.1** The Parties shall maintain the confidentiality of any commercial, financial and/or technical information of the other Party received in connection with the Contract ("**Confidential Information**"). As Confidential Information shall not be considered information that is or becomes part of the public domain other than by fault of the receiving Party or is disclosed to the receiving Party by a third party who is entitled to make such disclosure.

**14.2** The Parties undertake to use Confidential Information only for the purpose of the Contract. The Parties shall not to disclose such Confidential Information to any third party without the prior written consent of the disclosing Party other than to the receiving Party's employees, group companies or subcontractors that reasonably need to know such Confidential Information for the purpose of the Contract provided such parties are bound by equivalent confidentiality obligations. The Party may also disclose Confidential Information where required to be disclosed by law subject to the receiving Party's obligation to notify the disclosing Party without undue delay of such requirement and to use reasonable effort to obtain confidential treatment for the Confidential Information.

**14.3** The confidentiality obligations in this Clause 14 shall continue to apply for a period of three years from the termination of the Contract.

**14.4** The Seller and the Buyer shall comply with the statutory obligations relating to protection of personal data. The Buyer is obliged to create the prerequisites required by applicable law in respect of personal data that the Seller will process on the Buyer's behalf when providing the Services (e.g. to obtain consents) to enable the Seller to perform the Services without any breach of law. The Buyer shall take necessary measures as far as possible to prevent access of the Seller to personal data while providing the Services, or if it is not possible, to inform the Seller of this at least two weeks before the Seller starts to process personal data on behalf of the Buyer. Upon such notice the Parties shall execute a data processing agreement required by applicable law using the Seller's standard form.

#### **15. Export regulations**

**15.1** The Seller shall not be obligated to fulfil the Contract if such fulfilment is prevented by any impediments arising out of national or

international foreign trade or customs requirements or any embargoes or other sanctions.

**15.2** If the Buyer transfers goods (hardware and/or software and/or technology as well as corresponding documentation, regardless of the mode of provision) delivered by the Seller or works and services (including all kinds of technical support) performed by the Seller to a third party the Buyer shall comply with all applicable national and international (re-)export control regulations. In any event of such transfer of goods, works and services the Buyer shall comply with the (re-)export control regulations of the Federal Republic of Germany, of the European Union and of the United States of America.

**15.3** If required to enable authorities or the Seller to conduct export control checks, the Buyer, upon request by the Seller, shall promptly provide the Seller with all information pertaining to the particular end customer, the particular destination and the particular intended use of goods, works and services provided by the Seller, as well as any export control restrictions existing.

**15.4** The Buyer shall indemnify and hold harmless the Seller from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by the Buyer, and the Buyer shall compensate the Seller for all losses and expenses resulting thereof.

#### **16. Limitations of liability**

**16.1** The Seller shall not be liable for any loss of profit or revenue, loss or interruption of production or use, loss of information or data, cost of capital or financing expenses, damages to property other than the Services, loss resulting from other contract, loss of power or cost of purchased replacement power, or for any indirect or consequential losses or damages of any nature.

**16.2** The Seller's total maximum liability, including possible compensations for delay or other contractual penalties, for claims made under or in connection with the Contract regardless of the basis of the claim is limited in relation to each one-off Service to an amount not exceeding 15 % of the price of the defective part of such Service, exclusive of VAT. In relation to continuous Services the Seller's liability is limited to an amount not exceeding 15 % of the price of such continuous Service paid by the Buyer during a period of 12 months preceding the damage exclusive of VAT. In no case shall the Seller's total liability per damage event exceed EUR 100,000.

**16.3** If the Buyer is not or shall not be the sole end user and ultimate owner of the Services or is procuring them for the benefit of any kind of joint venture, the Buyer shall include a clause in its contracts with the end user, ultimate owner or joint venture participants so that the Seller is given the benefit of the indemnities, exclusions and limitations of liability in the Contract by all such users, owners or participants (as if the user, owner or participant were the Buyer) and shall indemnify the Seller against claims by them to the extent that the Seller would not be liable therefor to the Buyer under the Contract if the claim had been made by the Buyer.

**16.4** The limitations of liability shall apply for the benefit of the Seller's group of companies, subcontractors of any tier, employees and other persons acting for the Seller. The limitations of liability shall not apply to the extent the mandatory law does not allow the liability to be limited.

**16.5** Any and all liability of the Seller under the Contract shall cease with the expiry of the warranty period of the Services.

#### **17. Termination of the Contract**

**17.1** Unless otherwise agreed in the Contract, the Contract on continuous Services shall remain in force until further notice and either Party can terminate the Contract for convenience by a 3 months' prior written notice to the other Party. In the event of termination for convenience, the Buyer shall pay the Seller all fees for the Services performed up to the end of the Contract term.

**17.2** Either Party shall have the right to terminate the Contract with a written notice, if the other Party commits a material breach of the Contract and fails to remedy such breach within 60 days of a written notice from the Party, where the possibility of termination is mentioned. The Seller may also terminate the Contract, if the Seller's performance has been suspended for more than 60 days.

**17.3** In case of termination of the Contract for any other reason than under Clause 17.1, the Buyer is, if the Seller so requires, obliged to take over that part of the Services, which is completed or near to be completed and free from defects, and can be used without significant amount of additional work. The Buyer shall pay the Seller a reasonable price for such part with regard to the agreed price and the circumstances of the case. This shall also apply to parts of the Services which, at termination, are at the Seller's or its subcontractors' premises or are under transport to or at the agreed location.

#### **18. Changes, assignment and inspection**

**18.1** All changes to the Contract must be agreed in writing. All other changes are invalid.

**18.2** Neither Party may, without the written consent of the other Party, which shall not be withheld without a justified cause, transfer its rights or obligations under the Contract to a third party. However, the Seller shall always have the right to transfer the Contract or a part thereof to a company belonging to the same group of companies or in the event of a sale or transfer of the Seller's business or part thereof to a third party.

**18.3** The Buyer may finance the Services by using financing institution accepted by the Seller. Despite possible financing arrangements, the Buyer shall be liable towards the Seller for the fulfilment of the Buyer's obligations.

#### **19. Applicable law and dispute resolution**

**19.1** The Contract shall be governed by the substantive law of Sweden, without reference to the conflict of laws principles and the UN Convention on Contracts for the International Sale of Goods.

**19.2** Any dispute, controversy or claim arising out of or relating to the Contract, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the rules of arbitration of the Arbitration Institute of the Stockholm Chamber of Commerce ("SCC Institute"). If the value of the total matter in dispute, including the value of any counterclaims, is less than 1,000,000 SEK, the SCC Institute's Rules for Expedited Arbitrations shall apply. All disputes which are not subject to the SCC Institute's Rules for Expedited Proceedings shall be governed by the SCC Institute's Arbitration Rules. In this case the tribunal shall consist of three arbitrators. The seat of arbitration shall be Stockholm. The language to be used in the arbitration proceeding shall be English.

**19.3** The Seller shall, at its option, have the right to claim the Seller's receivables due in the general courts of, at the Seller's option, either the Seller's or the Buyer's domicile.

#### **20. Survival**

**20.1** The provisions in Clauses 10, 14, 15, 16, 19 and any other Clauses, which have been clearly intended to survive the termination of the Contract, shall survive the termination of the Contract.