

EXOVA METECH AB STANDARD CONDITIONS OF CONTRACT
(the "Conditions")

1. INTERPRETATION

In this Agreement the following expressions shall (unless the context requires) have the following meanings:

"Accredited Calibration" means Calibration, as defined below, performed in compliance with and under an accreditation in accordance with ISO/EN 17025;

"Adjustment" means any measures involving tuning of measuring devices to or close to nominal values and that may be performed in connection with Calibration. Adjustment is, in relation to Calibration, a separate Service provided however that Adjustment may be performed in connection with Calibration;

"Agreement" means the agreement for the supply of Services comprising this "Framework Services Agreement" together with each and every Quotation entered into between the parties;

"Calibration" means any measures where a measuring device is compared with a known value and includes a measurement of the uncertainty that the measuring device has at a given time and during specific circumstances (i.e. the possible deviation the measure device may show during measurement). Calibration does not include tuning of the measure device whereby the measure device is corrected to show true values, provided however that Adjustment may be performed as a separate Service in connection with Calibration;

"Calibration Certificate" means documentation issued by the Company in respect of a performed Calibration;

"Client" means the person, firm or company to whom a Quotation is addressed or for whom any Services are carried out;

"Company" means Exova Metech AB, a company incorporated in Sweden with registration no. 556080-0210;

"Conditions" means these "Exova Metech AB Standard Conditions of Contract";

"Confidential Information" means all information which a party may have or acquire before or after the date of the Agreement which relates to a party's business, products, developments, trade secrets, know-how or other matters connected with the Services and information concerning a party's relationships with actual or potential clients, customers or suppliers and all other information designated as confidential or which ought reasonably to be considered confidential;

"Co-ordination officer" means the individual or individuals that are to be appointed by the Client and that are responsible for fulfilling the tasks set forth in chapter 3 paragraph 7e in the Work Environment Act (*Sw: Arbetsmiljölagen (1977:1160)*);

"Export Control License" means any public or governmental license, approval, permit or similar (whether temporary or permanent), issued directly or indirectly, by any Swedish or foreign authority which, from time to time, is necessary to obtain in order to be entitled to market, import, export, re-export products and/or provision of services and/or transfer of technology and/or Intellectual Property Rights and know-how;

"Intellectual Property Rights" means rights of whatever nature (including patents, inventions, know-how, trade secrets, registered designs, copyrights, database rights, trade marks, service marks, logos, domain names, business names, trade names and design rights) and all registrations or applications to register any of the aforesaid items, together with any renewals, revivals and extensions of any of the aforesaid items;

"Losses" means all losses, liabilities, claims, costs, expenses, damages, actions, awards, penalties and/or fines, obligations and also includes all losses, liabilities, costs and expenses (including legal fees on a full indemnity basis) in relation to or resulting from any demands, claims or proceedings;

"Measurement Result" respective **"Measurement Value"** means a value related to a characteristic quantity that may be an indication or an uncorrected/corrected result, depending on its context;

"Object" means an instrument or equipment that will be the subject for the Company's Services;

"Price" means the price stated in the Quotation, or otherwise agreed with the Client together with all other sums due pursuant to this Agreement;

"Purchase Order" means any oral or written (including digital and electronic documents and messages) purchase order issued by the Client including, but not limited to, any act, omission or other expression of will of the Client meaning that the Client wishes to order the Services included in the Company's Quotation;

"Quotation" means any oral or written quotation issued by Company, which together with the Conditions, shall govern each and every Services engagement agreed by the parties;

"Repair" means any measure in respect of an Object with the purpose to restore or improve the functionality of the Object;

"Report" means any Calibration Report, test certificate, technical report, non-destructive test or inspection record, drawing, spreadsheet, recommendation, advice or the like issued by the Company in respect of a Service;

"Sample" means any Object, material, item, product or compound supplied by the Client to form the basis of a Test;

"Sanctions Rules" means any applicable trade or economic sanctions, Export Control License, embargo or similar laws, regulations, rules, measures, restrictions, restricted or designated party list, licenses, orders, or requirements, in force from time to time, including without limit of those of the European Union, the United Kingdom, the United States and the United Nations;

"Specification" means the definite limit values in relation to which an evaluation shall be made within the scope of the Services;

"Service" or "Services" means the service(s) (including, but not limited to, Tests, Adjustments or Repairs) specified in any Quotation; and

"Test" means any testing, analysis, assay, Calibration, inspection, sampling and sample preparation or the like specified in any Quotation.

2. QUOTATION

2.1 Each Quotation constitutes an offer by the Company to provide the Services subject to the terms of these Conditions and is open for acceptance for thirty (30) days only from the date of the relevant Quotation unless previously withdrawn by the Company or if any longer or shorter period for acceptance has been stipulated by the Company in the Quotation. In case of inconsistencies between any Quotation and these Conditions, the Quotation shall prevail. Acceptance is based on the receipt by the Company of a Purchase Order from the Client or receipt of the Sample by the Company.

2.2 Except in accordance with the Agreement no variation of the Agreement will be accepted unless agreed in writing by the Company.

- 2.3 This Agreement and each Quotation, shall prevail over any terms or conditions contained or referred to in any correspondence, order, documentation submitted by the Client or elsewhere. Further, no condition, statement or representation contained in any advertisement or brochure or in any trade or promotional circular or other literature, nor the terms or conditions of any trade association or other body, or which would or might but for this subparagraph be implied or incorporated by custom or trade, usage, negotiations, course of dealing or otherwise shall be deemed to be incorporated in this Agreement and all of the same are hereby expressly excluded from this Agreement.
- 3. PRICE**
- 3.1 The Price is based on information available to the Company at the date of the relevant Quotation. If during the period of this Agreement there shall be any variation in the scope, cost of materials or otherwise to the Company, the Price may be adjusted to take account of such variation.
- 3.2 In addition to the amount specified in the relevant Quotation the following shall be payable if appropriate:
- 3.2.1 any applicable value added tax, sales tax or any other tax or governmental charges;
- 3.2.2 package, insurance, freight and bank charges;
- 3.2.3 costs incurred by the Company as a consequence of the Client's omission to perform, or delay with performance, of its obligations under the Agreement;
- 3.2.4 insurance incurred by the Company, in respect of any property belonging to the Client in the possession of the Company, provided that the parties have agreed in writing that the risk for the Client's property shall be with the Company; and
- 3.2.5 any additional costs incurred by the Company in accordance with what is specified in this Agreement.
- 3.3 Unless otherwise specified in Agreement, the Company shall be entitled, from and including the new calendar year, to adjust the agreed Price/es in accordance with the changes and in accordance with AKI, SNI, 2007 (arbetskostnadsindex för tjänstemän inom privat sektor – Verkstadsindustri) sektor 25-30, 33.
- 4. PAYMENT**
- 4.1 Unless otherwise is agreed between the parties, the Company shall be entitled to invoice the Client following completion of the Service, however in no event less than once a month.
- 4.2 The Price shall be paid to the Company in full, in cleared funds, without any deduction, set-off or counterclaim and without deduction for and on account of, tax, within thirty (30) days of the date of the Company's invoice.
- 4.3 Time of payment is of the essence to the Agreement. In default of payment within the thirty (30) days, the Company may: suspend any further Services being carried out for the Client; withhold the provision of Reports; alter or withdraw credit terms; require payment in full or in part of the Price prior to completion and amend terms, prices or service levels. The amount outstanding from time to time shall bear interest (both before and after any judgment) at the statutory rate applicable under Swedish law for late payment interest from the due date for payment until payment in full is made.
- 4.4 All payments due to the Company shall be payable within the specified time irrespective of whether or not the Client has recovered payment from a third party and, for the avoidance of doubt, but without prejudice to the generality of the foregoing, this includes payments of fees due to the Company acting as experts or as expert witnesses when instructed by solicitors acting for a party to a dispute.
- 4.5 If, in the Company's view, the Client's credit-worthiness deteriorates before completion of the Service, the Company may require payment in full or in part of the Price prior to completion, alter or withdraw credit terms or the provision of security for payment by the Client in such form as is acceptable to the Company.
- 4.6 The Company shall be entitled to avail itself of a retention right on all the Client's property in the Company's possession in satisfaction of any amount owed by the Client to the Company under this Agreement, and may deal with it as it sees fit.
- 5. EXECUTION OF SERVICES**
- 5.1 The Services shall be carried out singly unless prior written instructions from the Client are received for replicates in connection with Adjustment or Repair, in which case the Company reserves the right to charge for replicates.
- 5.2 The Client shall supply agreed information about each Sample and/or Service requirement and carefully specify its requirements in the Specification in order to assist in achieving an efficient service. Where information relating to the Sample and/or the Service requirements is incorrect and the Company is involved in additional work, the Company reserves the right to charge for such additional work.
- 5.3 Unless specific prior instructions in writing are received by the Company, the Services shall be carried out on the Sample in the state in which the Sample is received. The Company reserves the right to charge for any work required to be carried out to the Sample prior to the performance of any Service.
- 5.4 Methods of carrying out the Service and how and when the Report is to be provided shall be at the sole discretion of the Company unless prior instruction in writing is received from the Client specifying a particular procedure which is accepted in writing by the Company. The Client acknowledges and agrees that Reports may be signed by Company by use of digital signature. Charges for special procedures will be agreed between the Company and the Client prior to carrying out the Service. Unless otherwise agreed between the parties, the Service shall be deemed to be completed upon Company's provision of a Report or other documentation in relation to the Service.
- 5.5 A general description of the method used in the performance of the Service shall be given verbally on request. Where written descriptions of detailed procedures are requested, whether as part of the Report or issued separately, the Company reserves the right to make an additional charge. If the method referenced in the Report represents the end product of development work carried out at the Company's expense, the method shall only be revealed at the discretion of the Company.
- 5.6 The Company may, at its sole discretion, undertake to give priority in carrying out a particular Service. A surcharge may be imposed by the Company for the carrying out of priority work, provided that such priority has been requested by the Client. Details of these arrangements will be issued by the Company on request.
- 5.7 In relation to radiography reports and film delivered or interpreted as part of the performance of the Services, the Client shall notify the Company, within fourteen (14) days from date of issue of such radiography reports and film, of any Client or third party dispute concerning either the radiographic quality or interpretation of results. If the Client does not so notify the Company within this fourteen (14) day period, the Client will be deemed to have accepted the radiography reports and film, together with any interpretation of these, provided by the Company.
- 5.8 In event of defects with regard to Services performed by Company, Company shall be entitled to re-perform the

Service at no cost for the Client. Provided that Company rectifies the defective Service within reasonable time from the Client's written notice of the defect, Company's rectification shall be the Client's sole and exclusive remedy in case of defective Services. Should the defect be of significant importance for the Service and should not the Company rectify the defective Service within reasonable time from the Client's written notice of the defect, the Client shall be entitled to terminate the Agreement partly with regard to the defective Service only.

- 5.9 In event of delays with regard to Services performed by Company, Company shall be entitled to perform the Service following the Client's written notice of the delay. Provided that Company performs the Service within reasonable time from the Client's written notice of the delay, Company's performance shall be the Client's sole and exclusive remedy in case of delayed Services. Should the delay be of significant importance for the Service and should not the Company perform the Service within reasonable time from the Client's written notice of the delay, the Client shall be entitled to terminate the Agreement partly with regard to the delayed Service only.
- 5.10 For the avoidance of doubt, the Client's right to terminate the Agreement in its entirety is set forth in Condition 13 below.
- 5.11 To the extent the Company's Service comprises of Repair of an Object, the Company shall be liable for defects in relation to the Company's Repair for a period of three (3) months following Company's completion of the Service, unless the defect is due to the Client's handling of the Object or any other circumstances related to the Client or any other party for which the Client is responsible, such as the Client's agents or sub-contractors.
- 5.12 Where the Client desires to modify the Agreement with respect to the Services, the Client shall communicate such request to the Company. The Company shall not be entitled to refuse the Client's request for modification where the Company cannot demonstrate reasonable cause for such refusal. However, the Company may be entitled to terminate the Agreement pursuant to Condition 13.2.7 below. Within a reasonable time following receipt of the request for modification, the Company must reply in writing whether the modification is accepted and state the terms and conditions that shall apply in respect of the modification of the Services. The agreement in respect of the modification, together with agreed changes in respect of terms and conditions as a result of the modifications shall be made in writing and be signed by both parties.
- 5.13 Where an agreement has not been entered into pursuant to Condition 5.12 above, but where the Company has confirmed in writing to the Client that he shall comply with the Client's requested modifications, such modification shall be performed on current account basis with application of the Company's – from time to time – applied prices for such services and the Company shall be entitled to a reasonable extension of time and in all other aspects, the terms of the Agreement shall apply.

6. SERVICES SUBJECT OF LEGAL PROCEEDINGS

- 6.1 If any aspect or element of the Services (including any Sample) is, or is likely to be, the subject of or relevant to legal proceedings, this fact must be notified to the Company in writing before the Services are carried out. If that fact is not disclosed to the Company at that stage, the Company may not, in its absolute discretion, be prepared to provide expert testimony.

7. DISCLAIMER/LIABILITY

- 7.1 The following provisions of this Condition 7 set out the entire liability of the Company, its employees, agents and sub-contractors to the Client howsoever arising.
- 7.2 The Company does not exclude or limit its liability (if any) to the Client:
- 7.2.1 for personal injury or death resulting from the Company's negligence; or
- 7.2.2 for any matter which it would be illegal, according to applicable law, for the Company to exclude or to attempt to exclude or limit its liability.
- 7.3 The Company shall be liable for damage caused by products and/or Services provided by Company to any (movable or immovable) property belonging to the Client, or any third party, ("product liability") up to a maximum amount of SEK 10.000.000 per damage and calendar year.
- 7.4 Except as provided in Condition 7.2 the Company shall not be liable to the Client whether in contract, tort (including negligence), breach of statutory duty, breach of warranty or any other guarantee or otherwise for any loss of profit, loss of business, loss of market, loss of contract, damage to goodwill, loss of anticipated savings, loss of revenue, loss of data, loss or damage incurred as a result of third party claims, whether direct or indirect, or any indirect or consequential loss howsoever caused.
- 7.5 Subject to Conditions 7.2, 7.3 and 7.4, the Company's total aggregate liability under this Agreement (whether in contract, tort (including negligence), breach of statutory duty or otherwise and including price reductions, other Losses and breach of warranty or any other guarantee) arising out of or in connection with the performance or contemplated performance of this Agreement or any delay in performance or failure to perform by the Company or otherwise howsoever arising shall be limited to (i), per damage, 125% of the Price of Service/Test in respect of which the damage relates to, (ii) per twelve (12) month-period, irrespective of the number of incidents, 50% of the Price actually paid by the Client to the Company during the twelve (12) month-period prior to occurrence of the event (or with respect to a series of events, occurrence of the first event in that series) which form the basis for the claim; and (iii) aggregate during the term of the Agreement, irrespective of the number of incidents, 25% of the amount actually paid by the Client to the Company under the Agreement during the term of the Agreement.
- 7.6 Subject to the other provisions of this Agreement any claim by the Client against the Company shall be made in writing and notified to the Company within three (3) months of completion of the Service under this Agreement by the Company to the Client.
- 7.7 All Services are undertaken in good faith, to a reasonable standard of care and on a confidential basis. Reports are issued on the basis of information known to the Company at the time that the Services are carried out. Although the Company will use all reasonable endeavours to ensure accuracy, the Services depend, inter alia, on the effective co-operation of the Client, its staff and on the completeness, relevance and correctness of information submitted to the Company. Save as required by law or unless otherwise is agreed between the parties, no representation or warranty, whether express or implied or otherwise as to the accuracy of a Report is given by the Company. In consequence, all Reports are prepared on the basis that:
- 7.7.1 there is no responsibility to any person or body other than the Client;
- 7.7.2 they are not carried out for any particular purpose and no statement is to be deemed, in any circumstances to be or give rise to a

- representation, undertaking, warranty or contractual condition unless specifically stated;
- 7.7.3 they are determined solely by the professional analysis undertaken by the Company's staff on each individual Report and any forecasts by the Company of the results is an estimate only;
- 7.7.4 the Company is entitled to be paid the Price irrespective of the results or conclusions reached in the Report;
- 7.7.5 the results of the Services shall address the items and information submitted only and are not to be regarded as representative of any larger population from which the Sample was taken; and
- 7.7.6 the results are final and approved by the Company. The Company shall be under no liability where the Client has acted on preliminary, unapproved results or advice.
- 7.8 All time limits, if any, for the provision of the Services are estimates and no undertaking is given to carry out the Services or to despatch any Report within any period of time unless otherwise is agreed between the parties. Time of performance of the Services shall not be of the essence to the Agreement, provided that performance of the Services is made within a reasonable period of time.
- 7.9 The Company shall not be liable to the Client or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Services, if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, causes beyond the Company's reasonable control shall include an Act of God, explosion, adverse weather conditions, flood, earthquake, tempest, fire, accident, war or threat of war, acts or threats of terrorism, sabotage, insurrection, riot, civil disturbance, requisition, acts, restrictions, regulations, prohibitions or measures of any kind on the part of the governmental, parliamentary or local authority, import or export regulations or embargoes, strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party), disruptions in data- and telecommunication networks, difficulties in obtaining raw materials, labour, fuel, parts or machinery, electricity- or power failure or breakdown in machinery and any other similar circumstances which are beyond the Company's reasonable control and which effects the Company cannot reasonably remove.
- 7.10 The Client acknowledges that the above provisions of this Condition 7 are reasonable and reflected in the price which would be higher without those provisions and the Client will accept such risk and/or insure accordingly.
- 8. OBLIGATIONS OF CLIENT**
- 8.1 The Client shall provide with each Sample and/or Service a unique purchase order or unique reference or unique authorisation with sufficient detail to allow the Company to identify each Sample (if applicable) and relate it to a specific Quotation and Service and the Company shall be entitled in good faith to rely upon such purchase order, reference or authorisation provided to carry out the Service.
- 8.2 The Client may reproduce or replicate any Report in the form provided by the Company but shall not, without the written consent of the Company, reproduce or replicate any Report which has been modified from the form provided by the Company.
- 8.3 The Client shall be bound to inform the Company in writing prior to the Company carrying out any Service on a Sample that is of a dangerous or unstable nature and provide instruction on the safe handling of the Sample. For example, a dangerous or unstable Sample will include but is not limited to radioactive materials, contaminated materials, biologically active or hazardous substances, reducing or oxidising agents, volatile organic compounds, materials considered to be toxic, harmful, corrosive, irritant, explosive, flammable, carcinogenic or reproductive hazards or materials that are dangerous to the environment. The Client shall indemnify the Company from and against all Losses suffered by the Company, including, without prejudice to the generality of the foregoing, all damage to the Company's property, property in the Company's premises belonging to a third party or under the Company's control and all claims in respect of injury to or deaths of any of the Company's employees, sub-contractors or agents or of any third party, directly or indirectly arising from or in connection with the failure of the Client to inform the Company of the dangerous or unstable nature of a Sample and/or to provide adequate instruction on the safe handling of the Sample. Where the Client informs the Company that a Sample is of a dangerous or unstable nature, the Company may, in its absolute discretion, elect not to carry out the Service and to terminate this Agreement whereupon the provisions of Condition 13.2.6 will apply, save that the Company shall have no liability for its termination of this Agreement.
- 8.4 The Client agrees to indemnify, keep indemnified and hold harmless the Company from and against all Losses which the Company may suffer or incur, in connection with providing the Services hereunder (which provision of Services the Client has requested from the Company), which Losses arise out of or as a result of:
- 8.4.1 any breach or negligent performance or failure in performance by the Client of the terms of the Agreement;
- 8.4.2 breach of any law by the Client or the Company in connection with the performance of the Services; or
- 8.4.3 any claim threatened or made against the Company by any third party arising out of the Services or out of any delay in performing or failure to perform the Services, provided however that such claim threatened or made, is not attributable to gross negligence on behalf of the Company.
- Notwithstanding any other provision of these Conditions, the Client's liability under this indemnity shall be unlimited.
- 8.5 Where Services are provided at the premises of the Client, the Client will be responsible for providing a safe system of work, including provision of safety instructions, for the Company and its employees while providing the Service and the Client shall be responsible for all costs necessarily required in discharging this obligation and shall indemnify the Company, its employees, sub-contractors and agents in respect of all Losses suffered as a result of any breach by the Client hereof.
- 8.6 In addition to any specific Client obligations set out in each Quotation or the Agreement, where Services are provided at the premises of the Client, the Client shall, at no cost for the Company:
- 8.6.1 provide the Company with necessary access to any Client premises;
- 8.6.2 appoint a Co-operation Officer;
- 8.6.3 ensure that any premises provided by the Client for the provision of any part of the Service is suitable for that purpose;
- 8.6.4 in writing, inform the Company and its employees of any safety instructions and other instructions that is to be complied with by the Company during performance of Services in the Client's premises;

8.6.5 provide all usual auxiliary and operating materials (including gas, water, heat, electricity, lighting, access to telephone- and data communication networks etc) relevant to any Client supplied premises; and

8.6.6 provide the Company with any permits required for the performance of the Service.

Additional costs or Losses arising for the Company due to the Client's failure to comply with the obligations in this Condition 8.6 shall be borne by the Client.

9. RISK AND PROPERTY IN RELATION TO TESTS

9.1 Unless otherwise is expressly stated in the relevant Quotation, Samples are and remain at all times (including, without limitation, whilst at the Company's works and during transportation to and from the Company's works) at the entire risk of the Client who shall be responsible for effecting and maintaining its own insurance cover in relation thereto, it being hereby acknowledged by the Client that the charges of the Company do not include insurance in respect of Samples or otherwise.

10. OWNERSHIP, COPYRIGHT AND PATENTS IN RELATION TO SERVICES

10.1 All Intellectual Property Rights (including copyright in records, scientific documentary, primary data or electronic means of handling data) produced during any Service shall belong to and remain the property of the Company unless otherwise expressly agreed as part of this Agreement.

10.2 Ownership and copyright in the Report shall remain with the Company. Upon the Client discharging all its obligations under the Agreement, including payment of the Price, the Client will obtain an irrevocable, royalty-free, non-exclusive licence to use the Report (including the right to sub-licence), subject to the terms of Conditions 8.2, 10.2 and 10.4.

10.3 The Client hereby warrants that it will not use the Report or any other reports, results, or information supplied by the Company for the purposes of advertisement or publication to third parties. Any such issue of the Report or other reports, results or information is permitted under this Agreement only with the prior written consent of the Company who shall have the right to increase the Price where it consents to such advertisement and/or publication.

10.4 The Client hereby undertakes to abide by any regulations imposed by certification authorities, standard owners, accreditation bodies or relevant governmental authorities relating to marks, emblems or logos attached to the Reports or any other documents issued under the Service.

10.5 The Client shall indemnify the Company against all Losses to which the Company may become liable as a result of a claim that the use of any data, equipment or other materials supplied by the Client for the performance of the Services involves the infringement of any Intellectual Property Rights of any third party.

11. DATA PROTECTION

11.1 In exercising its rights and performing its obligations under this Agreement the Client, to the extent necessary, shall at all times comply with the Data Protection Act (*Sw: Personuppgiftslagen (1998:204)*), as amended from time to time. To the extent that any personal data (as defined in the Data Protection Act) is processed by the Client, the Client shall at all times take all appropriate technical and organisational measures against unauthorised or unlawful processing of such personal data and against accidental loss or destruction of, or damage to, such personal data.

11.2 If the Company receives a subject access request from a data subject who is identified in the personal data then the Client shall provide the Company with all such assistance as the Company may reasonably require to

enable the Company to timeously comply with the subject access request.

12. SUB-CONTRACTING AND ASSIGNMENT

12.1 Unless otherwise restricted by the terms of this Agreement and/or obligations under any accreditation or governing approval, the Company shall be entitled, in its absolute discretion, to sub-contract the whole of or any part of the Service.

12.2 The Company may assign, delegate, licence or hold on trust, all or any part of its rights or obligations under the Agreement or the Agreement as the whole, and the Client hereby expresses its prior consent with that in advance.

12.3 The Agreement is personal to the Client which may not assign, delegate, licence, hold on trust or sub-contract all or any of its rights or obligations under the Agreement without the Company's prior written consent.

13. TERMINATION

13.1 The Client shall not terminate this Agreement without cause (see under Condition 13.3 below), without the written consent of the Company which may be subject to such terms, as in the Company's absolute discretion, recompense the Company for all loss it may suffer as a result of termination.

13.2 The Company may terminate this Agreement and any other contract with the Client (i) immediately or (ii) upon a reasonable notice period stipulated by the Company in its notice), without prejudice to any other right or remedy available to the Company and without the Company incurring any liability to the Client, in the following circumstances:

13.2.1 if the Client commits a breach of any terms of this Agreement or any other contract with the Company which is incapable of remedy or, if capable of remedy, has not been remedied by the Client in accordance with a written notice from the Company requiring remedy within the reasonable period specified in the said notice;

13.2.2 if the Client fails to make payment of the Price within the specified time;

13.2.3 if the Client enters into liquidation, either voluntary or compulsory, makes any arrangement or composition with or assignment for the benefit of its creditors, cancels its payments, files an application for declaration of its own insolvency, becomes subject to an application for bankruptcy or becomes subject of a bankruptcy order, files an application for company reconstruction, becomes subject to an application for company reconstruction or becomes subject of a decision to enter into company reconstruction or otherwise if the Client reasonably can be deemed to be insolvent;

13.2.4 the Client ceases, or threatens to cease, to carry on business;

13.2.5 the Company reasonably apprehends that any of the events mentioned at Conditions 13.2.3 or 13.2.4 above is about to occur in relation to the Client and notifies the Client accordingly;

13.2.6 as provided in Condition 8.3;

13.2.7 if the Company's performance of Services under the Agreement has been materially changed or modified by the Client or where the Client has materially delayed Company's performance of Services under the Agreement; or

13.2.8 if the Company reasonably apprehends that providing the Services or dealing with the Client would be in breach of Sanction Rules, the Client fails to satisfy due diligence requests made by the Company in connection with compliance with

Sanction Rules or other relevant laws or regulations or the Client does anything which is in breach of, or would cause the Company to be in breach of Sanction Rules.

13.3 The Client may terminate this Agreement (i) immediately or (ii) upon a reasonable notice period stipulated by the Client in its notice), without prejudice to any other right or remedy available to the Client and without the Client incurring any liability to the Company, in the following circumstances:

13.3.1 if the Company commits a material breach of any terms of this Agreement that has not been remedied by the Company in accordance with a written notice from the Client requiring remedy within the reasonable period specified in the said notice; or

13.3.2 if the Company enters into liquidation, either voluntary or compulsory, makes any arrangement or composition with or assignment for the benefit of its creditors, cancels its payments, files an application for declaration of its own insolvency, becomes subject to an application for bankruptcy or becomes subject of a bankruptcy order, files an application for company reconstruction, becomes subject to an application for company reconstruction or becomes subject of a decision to enter into company reconstruction or otherwise if the Company reasonably can be deemed to be insolvent.

13.4 The Company may terminate this Agreement upon ninety (90) days' written notice if the Company ceases to carry on its business, wholly or partly, involving the Services.

13.5 On termination of this Agreement pursuant to Condition 13.2, any indebtedness of the Client to the Company shall become immediately due and payable.

14. CONFIDENTIALITY

14.1 Each party (the "**Recipient**") shall keep all Confidential Information of the other party (the "**Disclosing Party**") in the strictest confidence. Save for the purposes of fulfilling its obligations under this Agreement, the Recipient shall not, without the prior written consent of the Disclosing Party, disclose, divulge or grant access to the Confidential Information which it has received and shall not permit any of its employees, agents or officers to disclose, divulge or grant access to such Confidential Information.

14.2 Notwithstanding Condition 14.1, a Recipient may disclose Confidential Information which it has received if:

14.2.1 it is required to do so by any governmental, local government or regulatory authority or by law (but then only to the extent it is strictly required to do so);

14.2.2 it is strictly necessary for the purpose only of obtaining professional advice in relation to this Agreement;

14.2.3 it was already known to the Recipient prior to the time of disclosure by the Disclosing Party (where the Recipient can prove the same); or

14.2.4 it is information which prior to disclosure or subsequently becomes public knowledge other than by breach of this Agreement by the Recipient.

14.3 In the event of an information request being made to a Recipient in respect of any Confidential Information then the Recipient shall notify the Disclosing Party and shall not disclose any information until an analysis has been made as to whether the information requested is capable of benefiting from an exemption from disclosure in the Agreement or in applicable legislation.

14.4 The obligations of the parties under this Condition 14 shall continue to apply without limit of time.

15. ETHICS

15.1 In questions regarding ethics, environment and social responsibility the Company supports, and works actively for, UN's "Global Compact" principles as well as OECD's guidelines for multinational companies (ref. www.ud.se/ga). The Client undertakes to follow and adhere to these guidelines and principles. Obvious deviation may lead to termination of this Agreement with immediate effect for default.

15.2 The Client undertakes to comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the relevant provisions of the Criminal Code ("**Anti-Corruption Laws**") and that it shall not do, nor omit to do, any act that will lead to the Company being in breach of any of the Anti-Corruption Laws. The Client shall comply with the Company's Anti-corruption policies as may be notified to the Client and updated from time to time ("**Relevant Policies**").

15.3 The Client shall promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Client in connection with the performance of this Agreement.

16. EXPORT CONTROL LICENSE

16.1 The Company's performance of its obligations under the Agreement may, wholly or partly, be subject to Export Control Licenses. If any such Export Control License requires signed end user certificates or any other Swedish or foreign governmental or court approvals or consents the parties agree to assist each other in completing the relevant end user certificates or other such approvals or consents and the Client undertake to conform to and apply the – from time to time – valid terms of such, end user certificates, Export Control Licenses or restrictions.

16.2 The Company shall make reasonable efforts to obtain the necessary Export Control Licenses, but the parties acknowledge that the issuance of Export Control Licenses is at the sole discretion of the relevant authorities. If any necessary Export Control License are delayed, denied or revoked, the Company shall notify the Client thereof in writing without delay, and the Company shall be entitled to a corresponding extension of the time for provision of the Services, and, in case any necessary Export Control License are denied or revoked, terminate the Agreement, wholly or partly, without liability in relation to the Client.

16.3 Should the Services or any product of the Company be subject to any Export Control Licenses or any other Swedish or foreign governmental or court restrictions, the Client undertake to conform to and apply the – from time to time – valid terms of such Export Control Licenses or restrictions.

17. AUDIT

17.1 The Company shall, within ten (10) business days from the Client's written notice, grant access for the Client, or any independent agent appointed by the Client, to inspect the Company's premises during normal business hours in order to verify the Company's fulfilment of its obligations under the Agreement in respect of processes and quality systems, code of conduct compliance, quality control and similar. The Company shall use all reasonable endeavours to provide for a similar inspection by the Client on the premises of the Company's subcontractors or suppliers. In the event that such an inspection does not meet the Client's reasonable requirements, the Company shall, without delay or cost to the Client, take the appropriate remedial measures in order to achieve the necessary quality level or otherwise satisfactory situation.

18. GENERAL

- 18.1 This Agreement and the relevant Quotation contain all the provisions which the parties have agreed in relation to the subject matter of this Agreement and supersede any prior written or oral agreements, representations, proposal documentation or understandings between the parties. The Client agrees that it has not been induced to enter into this Agreement by a statement or promise which they do not contain save that this Agreement shall not exclude any liability which the Company would otherwise have to the Client in respect of any statements made fraudulently by the Company.
- 18.2 In the event of one or more of the provisions of this Agreement being held by a competent authority to be invalid, illegal, or unenforceable, in whole or in part, the validity, legality or enforceability of the remaining provisions of this Agreement and the remainder of the provision in question shall not be affected thereby.
- 18.3 All notices to be served by one party on the other must be in writing and shall be deemed duly delivered or served at the time of service if delivered personally and forty eight hours after posting if posted by first class or airmail pre-paid post in each case to the registered address, if applicable, or if not applicable the last known address of the other party.
- 18.4 No failure or delay by the Company to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or of some other right, power or remedy.
- 18.5 During the term of this Agreement and for twelve (12) months after any termination of this Agreement, the Client will not, without the prior written consent of the Company, either directly or indirectly, solicit or attempt to solicit, divert or hire away any person employed by the Company.
- 18.6 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "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 shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Linköping, Sweden. The language to be used in the arbitral proceedings shall be English. This Agreement shall be governed by the substantive law of Sweden, without reference to its conflict rules.