

### 1. SCOPE OF THE ASSIGNMENT

DEKRA's assignment is specified in DEKRA's tender, assignment or order confirmation and the agreement between the parties. If the contractual documents contain inconsistent information, unless otherwise agreed, the documents shall apply in the following order: DEKRA's tender, DEKRA's assignment confirmation, these general terms and conditions, and other documents.

If the assignment has not been specified, DEKRA shall carry out those measures which DEKRA deems necessary for execution of the assignment.

### 2. CHANGE OF THE ASSIGNMENT

If a party wishes to change or extend the scope of the assignment, that party shall promptly notify the other part. The parties shall agree on the change of the assignment and the conditions for the change (i.a. time schedule and price).

DEKRA has the right to extend the scope of the assignment if DEKRA finds it necessary and if this extension only affects the assignment to a minor extent. DEKRA is entitled to payment for the costs it sustains in the event of such an extension.

### 3. DEKRA'S UNDERTAKINGS

DEKRA shall perform the assignment in accordance with the agreement between the parties. The assignment shall be performed in a professional manner, with due care and in accordance with good industry practice. Work shall be carried out in compliance with the industry standards or recommendations, as well as with what has been specified in greater detail. In the case of statutory inspection, DEKRA will verify, for the purpose of issuing certificates, that the object meets requirements in accordance with a specific regulation, standard or other rules under an applicable statute.

DEKRA undertakes to: (a) maintain the customary insurance, (b) provide material and equipment where this is not the responsibility of the customer under the agreement between the parties, and (c) be responsible for ensuring that the instructions relating to worker health and safety, which the customer has provided to DEKRA before the start of the assignment, are followed by DEKRA's staff. DEKRA has the right to engage sub-contractors for the execution of the assignment.

If the customer does not fulfill its undertakings according to the agreement between the parties or if any other circumstance occurs which is not within DEKRA's control, DEKRA has the right to cease execution of the assignment until the undertaking is fulfilled or the circumstance has ceased.

### 4. UNDERTAKINGS OF THE CUSTOMER

The customer shall, prior to entering into the agreement, inform DEKRA about conditions that may be of relevance for the execution of the assignment.

Furthermore, the customer undertakes whenever the assignment so requires, and without cost for DEKRA, to (a) keep the object of the assignment, equipment, instruments, drawings, other documentation and skilled staff, etc. available for the execution of the assignment (e.g. cleaned and ventilated), (b) assist and participate in the execution of the assignment, (c) provide special equipment (e.g. test load, mobile working platform, scaffolding), (d) provide electrical power, 400/230 V, 25A, 50 Hz, free of charge to the work site, as well as adequate illumination, (e) be responsible for the security of the customer's premises and property, (f) coordinate safety measures and ensure that DEKRA's instructions are followed when the assignment is executed, (g) inform DEKRA's personnel about applicable regulations on health and safety, (h) be responsible for ensuring that the necessary protective devices, scaffolding, handrails, lifting

equipment, etc. meet the relevant regulations, (i) ensure that the requisite personal protective equipment is ready and available, (j) provide office space and hygiene facilities, and (k) take other appropriate measures.

The customer may not require that DEKRA waive requirements of good professional practice when performing the assignment.

### 5. PAYMENT

The assignment will be executed on a current account basis unless a fixed price has been agreed. DEKRA's right to payment will be calculated on a current account basis based on the amount of time spent. In addition to the fee, the cost of equipment and material etc. provided by DEKRA will be billed. Billing will be on the basis of the price list valid at the time in question.

If the customer does not fulfill its undertakings under Section 4, or some other circumstance arises which is not due to DEKRA, DEKRA will be entitled to claim compensation for the costs incurred by DEKRA as a result.

### 6. TERMS OF PAYMENT

All assignments are invoiced on a monthly basis or on completion of the assignment, unless otherwise agreed. Invoices are payable within thirty (30) days of the invoice date. In the event of late payment, interest on overdue payment will be charged in accordance with the Swedish Interest Act (Sw. *Räntelagen* (1975:635)). DEKRA is entitled to charge customer with administrative fees for invoicing, including reminder fee.

DEKRA will be entitled to require security in respect of payment of the assignment. In the event the customer is late in making payment and/or late in providing security, DEKRA will be entitled to halt execution of the assignment.

### 7. DEKRA'S LIABILITY

DEKRA is liable for defects that DEKRA has caused the customer due to negligence or carelessness. Defect here means a situation where DEKRA has made a significant departure from the assignment specification to the detriment of the customer. DEKRA's liability does not extend to information, actions or other circumstances that are attributable to parties other than DEKRA. In the event of statutory inspection as carried out by an accredited inspection body or testing laboratory, DEKRA's liability is limited to applicable legal requirements. If a defect is discovered, DEKRA is entitled to remedy the defect. In addition, the customer may be entitled to compensation for damages under this section.

DEKRA's liability for damages only extends to direct damages caused to the customer. It does not cover lost trading profit, consequential or other indirect damages. DEKRA's liability is limited to the fee payable for the assignment, but not more than 120 basic amounts (Sw. *prisbasbelopp*) as provided for in the Swedish Social Insurance Code (Sw. *Socialförsäkringsbalken* (2010:110)). No compensation will be paid in the event of damage of less than a half basic amount. DEKRA has no liability for damages that could have been covered by a compulsory traffic insurance (Sw. *trafikförsäkring*) when the relevant vehicle is uninsured. The customer shall ensure that the relevant vehicle is covered by a traffic insurance.

If DEKRA as a part of or consequence of its performance of services transports items, or if DEKRA contracts a third party to transport such items, DEKRA's liability for damages to or loss of such items is limited to the fee payable for the assignment.

The customer shall indemnify and hold DEKRA harmless for any damages incurred by the customer due to DEKRA, as

well as for third party claims against DEKRA insofar as DEKRA is not liable.

A claim for damages shall be submitted in writing to DEKRA within one (1) month of the date on which the customer discovered or should have discovered the defect, but not later than within six (6) months after the assignment (or that part of the assignment to which the defect may be attributed) has been completed.

For work on nuclear facilities, the terms of the Swedish Act on Liability and Compensation for Radiological Accident (Sw. lag (2010:950) om ansvar och ersättning vid radiologiska olyckor) shall apply.

Neither the agreement between the parties nor these general terms and conditions mean that DEKRA accepts or assumes the customer's or another's liability which the latter has under applicable laws, ordinances, regulations or rules (such as liability for penalty charges, injunctions, fines or other charges).

#### 8. DELAY

If DEKRA has not completed the assignment within the agreed time and this is due to circumstances attributable to DEKRA, DEKRA is held to be in delay. DEKRA is not responsible for delays caused by third parties, which includes, but is not limited to, shipping companies contracted by DEKRA to transport items as a part of or consequence of DEKRA's performance of services. In the event of delay, DEKRA is entitled to complete the assignment within a reasonable time. If the assignment is not completed within a reasonable time, the customer is entitled to compensation for damages due to the delay.

DEKRA's liability for damages only extends to direct damages caused to the customer. It does not cover lost trading profit, consequential or other indirect damages. DEKRA's liability is limited to the fee payable for the assignment, but not more than five (5) price base amounts. Damages under this section will not be paid if a fine has been agreed. The customer's right to compensation under this section is forfeited if the claim for compensation has not been submitted in writing no later than within one (1) month after the delay has arisen.

#### 9. EARLY TERMINATION

A party shall be entitled to cancel the agreement with immediate effect if the other party is subject to declaration of bankruptcy, compulsory liquidation, receivership, an arrangement with creditors or any similar proceedings. A party shall also be entitled to cancel the agreement if the other party is declared bankrupt, suspends payments or may otherwise be assumed to be insolvent, or is in material breach of the agreement and this is not remedied within thirty (30) days from written notice of the breach. If the customer has canceled the agreement due to a breach by DEKRA, the customer shall be entitled to compensation for damages as provided for in Section 7 above.

DEKRA will be entitled to cancel the agreement with immediate effect if the assignment is materially altered or extended such that it cannot reasonably be required of DEKRA to complete it, or if the customer persists in requesting that DEKRA waive the requirement of good industry practice. If DEKRA cancels the agreement, DEKRA will be entitled to compensation for the completed part of the assignment as if this had been executed on a current account basis, and – for the canceled part of the assignment – for loss of profit and for sustained or irretrievable costs which are not compensated in any other manner. If DEKRA has canceled the agreement due to breach of agreement on the part of the

customer, DEKRA will also be entitled to compensation limited to an amount equivalent to the value of the assignment plus DEKRA's costs.

#### 10. FORCE MAJEURE

If the customer, DEKRA or a sub-contractor engaged by DEKRA is prevented from meeting their commitments under the agreement due to circumstances beyond their control, with the result that it becomes significantly more expensive or more difficult to meet the commitment, this shall constitute grounds for release, resulting in postponement of the deadlines by which the parties are to effect performance. Such a state of affairs will also constitute grounds of release for sanctions for the duration of the state of affairs in question. If the state of affairs lasts for more than six (6) months, a party may terminate the agreement with immediate effect. A party shall immediately inform the other party in the event of a state of affairs as provided for in this section.

#### 11. CONFIDENTIALITY

The parties shall treat all information of a technical, commercial nature or other information of a confidential nature as confidential, regardless of whether the information has been provided in writing or by word of mouth. Confidentiality under this section does not apply to information which (a) has become public knowledge in a manner other than via a breach of this agreement, (b) a party already had knowledge of before it received the information from the other party, (c) a party became aware of, after entering into this agreement, from a third party which was not subject to a confidentiality requirement, (d) a party developed independently without use of confidential information, (e) which the party is obliged to disclose on the basis of a law/ regulation or an authority decision, or that a party needs to safeguard its interest in a dispute according to the dispute resolutions rules in this agreement, or (f) information provided by DEKRA to third party with a legitimate interest to receive such information (e.g. a maintenance company engaged by customer).

#### 12. THE RESULT

Unless otherwise agreed, DEKRA shall have right of ownership to all intellectual property rights, such as patterns, designs, copyright and patent, etc. which have been used or have arisen in the performance of the assignment.

The result which comes about during execution of the assignment and which, under the agreement between the parties, is to be delivered to the customer, belongs, within the framework of the assignment, to the customer. This applies to reports, test protocols, declarations and certificates, etc.

DEKRA shall always be entitled to save copies of items it has produced during the course of the assignment.

#### 13. PERSONAL DATA

Each party undertakes to process personal data under this agreement in accordance with the General Data Protection Regulation (Regulation (EU) 2016/679) and any other applicable data protection legislation in force from time to time.

Unless otherwise stated, each party is responsible for its processing of personal data respectively under this agreement in its capacity as Data Controller. If a party processes personal data on behalf of the other party in such a way that it is considered a Data Processor, the parties agree to enter into a separate Data Processing Agreement.

#### 14. MISCELLANEOUS

Any arrangement on terms and conditions for the assignment

**DEKRA's general terms and conditions apply to the services and products DEKRA delivers. By virtue of written reference to them, these terms and conditions become part of the agreement between the parties.**



which diverges from the agreement between the parties must be made in writing and signed by both parties.

A party is not entitled to assign its rights and obligations under this agreement without the other party's written consent. However, DEKRA is always entitled to assign its rights and obligations under this agreement to companies within the DEKRA Group.

#### 15. APPLICABLE LAW AND DISPUTE RESOLUTION

The agreement between and the general terms and conditions shall be governed by Swedish law without applying its conflict of law provisions.

Unless the parties agree otherwise, any disputes shall be settled by a general court, with the district court of Gothenburg as court of first instance.

Nevertheless, DEKRA shall always be entitled to apply to an authority for payment of disputed and due claims relating to the assignment.