

GENERAL TERMS AND CONDITIONS NORDIC INSPEKT GROUP AB

In these General Terms and Conditions (the “General Terms and Conditions”), “**Inspekt**” shall mean Nordic Inspekt Group AB, reg. no. 559388-7051, address Kolfallsgatan 6, 582 73 Linköping, Sweden and its registered subsidiaries from time to time. “**Customer**” means Inspekt’s counterparty to the Agreement.

These General Terms and Conditions shall apply between Inspekt and Customer (individually referred to herein as the “**Party**” and collectively as the “**Parties**”) and constitute the only terms and conditions to which the Parties are bound unless the Parties have agreed otherwise in writing. Any general terms and conditions of the Customer shall not apply between the Parties.

1. DEFINITIONS

“**Agreement**” means the agreement entered into between the Parties (such as a framework/master agreement, purchase agreement, quotation, assignment or order confirmation) including all appendices, amendments, extensions, additions, prolongations and renewals of the Agreement.

“**Agreement Date**” means the date on which the Agreement is signed by both Parties.

“**Control Object**” means the Customer’s object on which Inspekt has been instructed to carry out the Assignment.

“**Additional Work**” means any work ordered by the Customer that is not covered by the Assignment.

“**Assignment**” means the service, such as inspection, certification, testing, consultancy services and/or training, to be provided by Inspekt to the Customer under the Agreement.

2. PURPOSE AND SCOPE

2.1 The purpose of the Agreement is to set out the terms and conditions that will apply between the Parties in relation to the Assignment during the term of the Agreement. The Agreement applies to all Assignments performed by Inspekt for the Customer during the term of the Agreement.

3. CONTRACTUAL DOCUMENTS

3.1 These General Terms and Conditions shall apply between the Parties. Any deviation from these General Terms and Conditions must be agreed in writing between the Parties in order to be effective. The General Terms and Conditions constitute an integral part of the Agreement. When reference is made to the Agreement in these General Terms and Conditions, the General Terms and Conditions shall be considered included in the Agreement. To the extent that any of the provisions of the documents contradict each other, the documents will apply in the following order, unless otherwise expressly agreed by the Parties; (i) the Agreement and its appendices (the appendices take precedence in the order set out in the Agreement or in the numbering of the appendices), (ii) these General Terms and Conditions and (iii) the latest published version of the standard-form contract applicable to the industry (ABK).

4. INSPEKT’S OBLIGATIONS

4.1 Inspekt shall perform the Assignment in accordance with the terms of the Agreement.

4.2 Inspekt shall perform the Assignment in accordance with good professional practice, in a professional manner and with the care and diligence appropriate to the scope, purpose and complexity of the Assignment.

4.3 In the case of a statutory inspection, Inspekt shall verify, for the purpose of issuing a certificate, that the object meets the requirements of a given standard and regulation. In every Assignment Inspekt shall comply with the laws, rules and general regulations applicable to each Assignment.

4.4 Inspekt shall (i) maintain customary insurance during the term of the Agreement, (ii) be responsible for ensuring that Inspekt’s personnel follow the instructions provided by the Customer prior to the commencement of the Assignment, and (iii) provide equipment and materials where this is not the responsibility of the Customer under the Agreement.

4.5 Inspekt shall be entitled to engage subcontractors for the performance of the Assignment, in whole or in part, without the Customer’s consent.

4.6 Inspekt shall not be responsible for verifying the accuracy of any information, data, drawings provided by the Customer within the framework of the Assignment, unless explicitly stated in the Assignment.

5. THE CUSTOMER’S OBLIGATIONS

5.1 The Customer shall ensure compliance with all laws and regulations applicable to the Customer’s business.

5.2 Before entering into the Agreement, the Customer shall inform Inspekt of all circumstances that may be relevant to the performance of the Assignment.

5.3 The Customer undertakes to allow assessment teams from the Swedish Board for Accreditation and Conformity Assessment (Swedac) and certification bodies to witness Inspekt’s work.

5.4 The Customer shall approve Inspekt’s services under the Assignment within fourteen (14) days after receipt thereof, unless the services show material defects that give reason to refuse approval. The Customer shall not be entitled to refuse approval for immaterial errors which do not have a material impact on the suitability of the service for the agreed purpose. If the Customer, despite this obligation, does not approve the services under the Assignment within the set time, the Assignment shall be considered approved.

5.5 The Customer shall be responsible for ensuring that Inspekt can perform the Assignment in the agreed manner and at the agreed time. If the Assignment so requires, the Customer shall, at no cost to Inspekt, (i) assist and participate in the performance of the Assignment, (ii) provide Inspekt with the relevant equipment, drawings, instruments, materials, documents, documentation and personnel, (iii) provide special equipment (e.g. test load), (iv) provide electricity in the immediate vicinity of the workplace, (v) be responsible for safety during work at the Customer’s premises and/or during work which involves the Customer’s property, (vi) coordinate safeguards and ensure that Inspekt’s instructions are complied with in the performance of the Assignment, (vii) ensure that the working environment is safe and in accordance with applicable legislation, (viii) ensure that the necessary personal protective equipment is available and (ix) provide access to sanitary facilities and office workspace.

- 5.6 If Inspekt determines that the working environment or safety conditions during the performance of the Assignment do not comply with applicable laws, regulations, or are otherwise deficient, Inspekt shall be entitled to immediately suspend the Assignment until such deficiencies have been remedied. Inspekt shall be entitled to compensation for time spent, waiting time, and any costs incurred as a result of such suspension.
- 6. ADDITIONAL WORK**
- 6.1 If either Party wishes to modify and/or extend the Assignment with additional work (the "Additional Work"), such Party shall notify the other Party without undue delay. The Parties shall thereafter agree in writing on the Additional Work and the terms applicable thereto, including any impact on price and time schedule.
- 6.2 If, during the performance of the Assignment, Inspekt considers that additional work ("Additional Work") is required, Inspekt shall request instructions from the Customer. If the Customer fails to provide instructions within a reasonable time, Inspekt shall be entitled to carry out such Additional Work at the Customer's expense, provided that (i) the Additional Work cannot be postponed without risk of damage, and (ii) the cost is reasonable in relation to the Assignment.
- 6.3 Inspekt shall be entitled to perform Additional Work without the Customer's prior approval if such work is necessary to prevent personal injury, property damage, or significant financial loss. Such Additional Work shall be compensated by the Customer in accordance with Inspekt's price list in effect from time to time.
- 7. CANCELLATION**
- 7.1 The Customer shall be entitled to cancel the agreed Assignment free of charge no later than forty-eight (48) hours prior to the agreed start time. In the event of cancellation later than forty-eight (48) hours prior to the agreed start time, or if the Assignment cannot be carried out due to the Control Object not being accessible, inadequate preparations, or any other circumstance attributable to the Customer, Inspekt shall be entitled to compensation corresponding to the agreed fee, as well as compensation for time spent, travel time, and costs incurred.
- 8. PRICE AND PAYMENT TERMS**
- 8.1 The Assignment shall be performed on a time-and-materials basis, unless a fixed price has been agreed. If the price is not stated in the Agreement, the price as stated in Inspekt's price list applicable from time to time shall apply.
- 8.2 Inspekt shall be entitled to change its price list. The changes will take effect one (1) month after the Customer has been notified of the changes.
- 8.3 Unless otherwise agreed between the Parties, the stated prices shall be paid in SEK. The price is stated excluding VAT. The price refers to the price for Inspekt's work within the scope of the Assignment. To this price may be added costs for travelling time, travel expenses, costs for accommodation and per diem and/or costs for equipment and materials.
- 8.4 Inspekt shall be entitled to withhold reports, test reports, certificates and any other results of the Assignment until full payment has been made by the Customer.
- 8.5 Inspekt shall be entitled, if there are reasonable grounds to assume that the Customer will not fulfil its payment obligations, to request advance payment or acceptable security. Until such security has been provided, Inspekt shall be entitled to suspend or refrain from commencing the Assignment.
- 8.6 Inspekt reserves the right to charge the Customer in accordance with the applicable price list for any costs incurred as a result of Inspekt having to carry out security clearance checks on personnel who will be working at the Customer's classified premises.
- 8.7 Inspekt's Assignment is invoiced monthly or upon completion of the Assignment. The Customer shall pay no later than thirty (30) days from the invoice date. In the event of late payment, interest on overdue payment corresponding to the reference rate of interest plus eight (8) percentage points will be charged in accordance with the Interest Act (1975:635). In the event of the Customer's delay in payment, Inspekt is entitled to suspend the performance of the Assignment.
- 8.8 Inspekt shall be entitled to adjust its prices annually in accordance with changes in a relevant cost index, such as the Factor Price Index for Consultant Services (K21) or any equivalent index. Any price adjustment shall take effect on 1 January each year.
- 9. LIABILITY FOR DEFECTS**
- 9.1 Inspekt shall be liable for damage caused to the Customer by Inspekt during the performance of the Assignment, if the damage is caused by the Assignment not being performed by Inspekt in accordance with the Agreement. Inspekt shall always be entitled to attempt to rectify the defect.
- 9.2 If Inspekt is hired to inspect the Control Object's technical safety, Inspekt does not guarantee that the Control Object is free from any other defects, unless this is explicitly stated in the Assignment.
- 9.3 Inspekt's liability does not cover defects caused by the Customer's failure to comply with its obligations under the Agreement or defects caused by the Customer providing incorrect information or not keeping the Control Object available.
- 9.4 Inspekt's liability in relation to statutory inspections shall be limited to what is prescribed by applicable law.
- 9.5 Inspekt's liability is limited to compensation for direct loss or damage. Inspekt is not liable for any indirect or consequential damages such as loss of profit, loss of revenue, loss due to reduction or loss of production or turnover and/or loss of goodwill etc.
- 9.6 Inspekt's liability for defects in the Assignment shall apply for a period of twelve (12) months from the completion of the Assignment. Thereafter, Inspekt's liability shall cease.
- 9.7 Inspekt's liability is limited to the fee payable for the performance of the Assignment, but not more than SEK 1,000,000.
- 9.8 No compensation shall be payable for damage the value of which is less than half (0.5) of a price base amount in accordance with the Swedish Social Insurance Code.
- 9.9 The Customer shall, without undue delay and in any event no later than thirty (30) days from when the defect was discovered or ought to have been discovered, notify Inspekt in writing of the defect. Such notice shall include a clear description of the alleged defect. If the Customer fails to notify Inspekt within the

prescribed time or in the prescribed manner, the Customer shall forfeit its right to rely on the defect.

10. LIABILITY FOR DELAY

- 10.1 Inspekt shall be in delay if Inspekt does not complete the Assignment within the agreed time and this is due to circumstances for which Inspekt is responsible. If Inspekt is in delay, Inspekt shall be entitled to complete the Assignment within a reasonable time. If the Assignment is not completed within a reasonable time, the Customer is entitled to allow a third party to carry out the Assignment at the expense of Inspekt. Inspekt shall pay for such third-party costs if the Customer has attempted to minimise its loss and can demonstrate that the third-party costs are reasonable.
- 10.2 Inspekt's liability is limited to compensation for direct loss or damage. Inspekt is not liable for any indirect or consequential damages such as loss of profit, loss of revenue, loss due to reduction or loss of production or turnover, loss of goodwill etc.
- 10.3 Inspekt's liability is limited to the fee payable for the performance of the Assignment, but not more than SEK 1,000,000.
- 10.4 The Customer's right to compensation due to delay is forfeited unless the Customer submits a written claim to Inspekt no later than one (1) month after the delay has occurred.

11. RESULTS

- 11.1 Unless otherwise agreed between the Parties, Inspekt shall retain all intellectual property rights and ownership rights to the results arising from the Assignment, including, but not limited to, know-how, copyright, trademarks, patents and designs. The Customer shall own the reports, test reports, attestations and certificates delivered within the framework of the Assignment. Such reports, test reports, attestations and certificates may only be reproduced in their entirety and the Customer shall not modify them in any way.

12. TERM OF AGREEMENT AND TERMINATION

- 12.1 This Agreement shall enter into force on the Agreement Date and shall thereafter remain in force until further notice, unless terminated in writing by either Party upon six (6) months' notice.
- 12.2 Either Party is entitled to (i) terminate the Agreement in writing with thirty (30) days' notice if the other Party fails to perform any of its obligations under the Agreement or applicable law, if such failure is of material importance to the terminating party and the failure has not been remedied within said thirty (30) days and/or (ii) terminate the Agreement in writing with immediate effect if the other Party suspends its payments, enters into negotiations for a settlement with its creditors, becomes the subject of a petition for bankruptcy, company reconstruction, or similar, ceases to operate its business, goes into liquidation or if an administrator/receiver is appointed for all or some part of the Party's assets.
- 12.3 Inspekt shall be entitled to compensation for the parts of the Assignment that have been completed or prepared prior to the termination or for work that may be of use to the Customer even if the Assignment could not be completed.

13. FORCE MAJEURE

- 13.1 A Party shall be exempt from liability for failure to perform any obligation under this Agreement if such failure is due to circumstances beyond the Party's control, which the Party could not reasonably have foreseen at the time of entering into the Agreement and the consequences of which the Party could not

reasonably have avoided or overcome (a "Force Majeure Event"). Force Majeure Events shall include, but not be limited to, war, acts of terrorism, riots, fire, flood, natural disasters, pandemics, epidemics, acts of government, labour disputes, disruptions in public communications or energy supply, and any error or delay by subcontractors caused by such circumstances.

- 13.2 A Party wishing to invoke a Force Majeure Event shall, without undue delay, notify the other Party in writing thereof and specify the estimated duration. The Party shall also take all commercially reasonable measures to mitigate the effects of the Force Majeure Event and to resume performance as soon as reasonably possible.
- 13.3 During the period in which a Force Majeure Event persists, the affected obligations shall be suspended. If a Force Majeure Event continues for more than three (3) consecutive months, either Party shall be entitled to terminate the Agreement with immediate effect by written notice.
- 13.4 Payment obligations relating to services already performed shall not be subject to relief under this Clause, unless otherwise expressly agreed.

14. NOTICES

- 14.1 All notices under the Agreement shall be sent either by courier, registered letter or e-mail to the address specified in the Agreement or to such address as either Party has subsequently notified in writing to the other Party, subject to the provisions of this clause. The notice shall be deemed to have been received by the recipient (i) if delivered by courier: on the date of delivery to the recipient's address upon delivery receipt; or (ii) if sent by registered letter with receipt of delivery: ten (10) days after the date of delivery by post; or (iii) if sent by e-mail: on the day after the sending e-mail account generates a confirmation that the e-mail has been sent in full to the recipient's e-mail address.

15. CONFIDENTIALITY

- 15.1 Each Party undertakes to maintain confidentiality and not to disclose to any third party any confidential information received from the other Party in connection with the Agreement or these General Terms and Conditions, regardless of the form or medium in which such information is received or whether it has been disclosed in writing or orally. "Confidential Information" shall mean any information expressly designated as confidential by a Party, as well as any other information relating to a Party's business, including, but not limited to, business, financial, commercial, and technical information, information relating to products and development, trade secrets, know-how, and information concerning a Party's personnel, consultants, subcontractors, and customers, as well as the contents of the Agreement or these General Terms and Conditions, or any information that may otherwise reasonably be considered confidential. Each Party further undertakes not to use the other Party's Confidential Information for its own or any third party's benefit other than as necessary for the performance of its obligations under the Agreement or these General Terms and Conditions.
- 15.2 Each Party undertakes to disclose Confidential Information only to such employees or other persons for whom such disclosure is necessary in order for the Party to fulfil its obligations under the Agreement or these General Terms and Conditions. Each Party further undertakes to ensure that all such persons are bound by confidentiality obligations to the same extent.
- 15.3 A Party's confidentiality obligations under this Clause 15 shall not apply to Confidential Information which:

- (i) was already known to the receiving Party at the time of disclosure;
- (ii) is or becomes publicly available without breach of this confidentiality obligation by the receiving Party;
- (iii) has been lawfully received by the receiving Party from a third party, provided that such third party is not bound by a confidentiality obligation; or
- (iv) the receiving Party is required to disclose pursuant to law, regulation, or a decision by a public authority or court.

15.4 The Parties' confidentiality obligations under this Clause 15 shall apply during the term of the Agreement and for a period of five (5) years following its termination.

16. MISCELLANEOUS

- 16.1 Any amendments to or additions to the Agreement shall, to be binding, be made in writing and signed by duly authorised representatives of the Parties. A Party's failure at any time to enforce any right under the Agreement shall not be deemed a waiver of such right, unless such waiver has been expressly made in writing. Neither Party shall be entitled to assign or otherwise transfer, in whole or in part, its rights or obligations under the Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Inspekt shall be entitled to assign the Agreement to any company within its group without the Customer's consent.
- 16.2 To the extent that Inspekt processes personal data in connection with the Assignment, such processing shall be carried out in accordance with applicable data protection laws. The Customer shall be responsible for ensuring that it has a legal basis for the transfer of personal data to Inspekt.
- 16.3 Inspekt shall be entitled to deliver reports, certificates, and other documentation electronically. Inspekt shall not be liable for any damage arising as a result of disruptions in electronic systems or communication networks beyond Inspekt's control.
- 16.4 This Agreement, and any non-contractual obligations arising out of or in connection with it, shall be governed by the substantive law of Sweden. Any dispute arising out of or in connection with this Agreement shall be finally settled by the general courts of Sweden, with Linköping District Court as the court of first instance.