

These General Terms of agreement are applicable to assignments undertaken by RISE CBI Betonginstitutet ("RISE").

## 1 Scope and execution of the assignment

1.1 RISE shall execute the assignment according to the terms specified in the submitted offer, order confirmation, these General Terms and/or other applicable agreement.

1.2 RISE may engage subcontractors/suppliers. RISE is responsible for such subcontractor/supplier as for its own employees and shall ensure that confidential information is not wrongfully disseminated.

1.3 RISE shall adhere to the time table agreed upon. After contacting the client, RISE has the right to extend the time of delivery in the event of delay due to a situation that was neither caused by RISE nor reasonably avoidable.

1.4 If necessary, the client shall assist in the execution of the assignment in response to a specific RISE request. RISE shall not be responsible for any delay or obstacles in the execution of the assignment due to the client not assisting as requested. In such a case, RISE is entitled to compensation for costs due to postponement or cancellation of the assignment.

1.5 Amendments to laws, regulations or the like, that cause the scope of assignment to be altered, shall entitle RISE, upon consultation with the client, to adjust the agreed-on fee in relation to the altered scope of assignment.

## 2 Material, technical documentation and transport

2.1 Experimental objects and material, any agreed equipment and technical documentation shall be submitted to RISE at least one week prior to the commencement of the assignment unless otherwise agreed. The client shall be responsible for the delivery of test objects and materials to RISE, or to other location as agreed, and for possible return transport unless otherwise agreed.

2.2 The ownership to and responsibility for equipment and instruments, purchased for the execution of the assignment and financed by the client, during and after the assignment, shall be agreed upon separately between RISE and the client.

2.3 Experimental objects and material shall be recycled or reused by RISE after completion of the assignment unless otherwise agreed.

## 3 Reporting and documenting

3.1 The assignment shall be reported according to agreement between RISE and the client. Electronic reports shall be signed digitally.

3.2 RISE shall keep one copy of the documentation produced, during the preparation and execution of the assignment, on file for 5 years from the completion of the assignment.

## 4 Ownership rights and right to use

4.1 Should the assignment lead to results falling within the purpose of the assignment, such results shall belong to the client. Other results arising while performing the assignment shall belong to RISE. Results in this document shall mean for instance reports, knowledge, inventions, solutions etc. to which exclusive rights can be linked.

4.2 RISE shall always have the right to use results in future research activities provided that the client's confidential information is not revealed.

## 5 Referring to the assignment and to RISE

5.1 The client shall have the right to refer to the assignment, its results and to RISE in a way that is not misleading or open to misinterpretation, for instance by publishing relevant parts of a report on its website when referring to an assignment performed by RISE.

5.2 Other use of RISE's trademarks in advertising or similar is permitted only in accordance with a separate agreement.

## 6 Confidentiality

6.1 Information, indicated by the client as confidential at the time of submission, shall be regarded as confidential information. RISE undertakes not to divulge such confidential information to third parties. This confidentiality undertaking shall apply during the assignment and for 5 years thereafter.

6.2 The confidentiality undertaking in paragraph 6.1 shall not apply to information which is or becomes public information, or which was known to RISE at the time of receiving it from the client, or which is received without confidentiality obligations from a third party, or which RISE independently have developed or

develops. Further, the undertaking in paragraph 6.1 shall not apply should RISE be obliged, by virtue of mandatory provisions of law or government decisions, to divulge the information.

## 7 Liability

7.1 Subject to the limitations below, RISE is liable for direct losses to the client, caused by RISE's error, deficiency or misconduct when performing the assignment. Other than according to this paragraph, RISE is not liable for the client's use of results.

7.2 RISE assumes no liability for indirect losses. RISE's liability in relation to the assignment is limited to 120 price base amount.

7.3 To be recoverable, any claims regarding the performance of the assignment shall be notified in writing to RISE within 2 months of the discovered damage and no later than 2 years after the final report of the assignment.

## 8 Force majeure

RISE is exempt from liability or performance of the agreement should such performance be prevented or unduly burdensome as a result of circumstances beyond RISE's control.

## 9 Remuneration

9.1 RISE's remuneration consists of fees and individual compensation.

9.2 Fees cover hourly rates for staff and equipment and are variable or fixed. Staff rates may contain hours spent by subcontractors.

a) Variable fees are payable according to hours spent or another agreed basis. RISE's effective rates are applicable.

b) Fixed fees are payable according to the effective price list or offer unless otherwise agreed. Expansions or limitations of the assignment and / or adjustments of the time schedule following a client request or client approval or due to the client amending the conditions for the assignment in a way that affects RISE's work, shall entail a revision of the agreed fees.

9.3 Individual compensation, if so agreed, is payable for the following:

a) Mileage and subsistence allowance are charged according to RISE's effective rates. Hotel and other travel expenses will be charged with actual costs and an administrative surcharge.

b) Unless otherwise agreed, travel time will be charged according to RISE's effective travel time rate.

c) Other expenses, for specific materials, custom fees etc., will be charged with actual costs and an administrative surcharge.

d) VAT is payable according to the Swedish VAT Act.

## 10 Terms of payment

10.1 Unless otherwise agreed, payment shall be received by RISE no later than 30 days from invoice date. A penalty interest, corresponding to the effective reference rate with the addition of 8 percentage points, will be charged from the date for payment. RISE is always entitled to request cash on delivery or advance payment.

10.2 RISE is entitled to invoice current accrued costs.

10.3 RISE is entitled to retain the client's results or other property until the client has fulfilled its payment obligations to RISE.

## 11 Disputes

Disputes arising from or in connection with the assignment 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 determines, taking into account the complexity of the case, the amount in dispute and/or other circumstances, that the Arbitration Rules shall apply. In case the Arbitration Rules shall apply, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The arbitral proceedings shall take place in Stockholm or Gothenburg.

## 12 Miscellaneous

12.1 Certain services rendered by RISE can be subject to specific agreements. Should these General Terms be in conflict with specific agreements, the specific agreements take precedence over these General Terms.

12.2 Swedish laws shall apply to these General Terms. For issues not addressed in these General Terms or other agreement, ABK09 shall apply.