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Procurement of Multiplace chamber to New Karolinska Solna, NKS

Remark: The terms in this template agreement form the basis for the final Agreement between SLL and the chosen Supplier . The execution version of the agreement will be prepared before the signing of the agreement. The execution version of the agreement will have the same disposition and contents as this document, except that it will be supplemented with the necessary details (name of the company, prices, etc.).

In this template, wording in blue italic letters does only provide information to the Supplier and will be determined in connection with the preparation of the procurement agreement.

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1 Parties to the Agreement

This agreement of delivery has been made the *[date]* between the below mentioned parties (below jointly mentioned as the “**Parties**” and separately as the “**Party**”.

Buyer	Supplier
Stockholms Läns Landsting Stockholm County Council's administration LSF through SLL Procurement Box 22550 104 22 Stockholm	
Organization registration number: 232100-0016	Organization registration number:
Telephone number: +46 8 737 25 00	Telephone number:
Fax number: +46 8 411 27 36	Fax number:
Home page: www.sll.se	Home page:

2 Background

1. SLL has decided to build a new, top modern university hospital, including a hotel for patients, in which highly specialized and specialized health care as well as research and education of the highest quality will be practiced, in the new hospital buildings by Karolinska Solna University Hospital (“NKS”).
2. SLL has carried out a procurement procedure according to the Public Procurement Act (2007:1091) regarding the Multiplace chamber (“**Equipment**”) to NKS, in which the Supplier has submitted a tender.
3. SLL has, after an evaluation of the tender, decided to select the Supplier as the winning tenderer.
4. Against this background, the Parties have entered into this Agreement.

3 Definitions

In this Agreement the following definitions are used, unless the circumstances obviously dictates otherwise.

Definition	Meaning
Working Day	Ordinary weekdays from Monday to Friday. Midsummer Eve, Christmas Eve and New Year’s Eve are treated as holidays.
Agreement	This agreement together with its schedules, which all constitute an integral part of this Agreement, and including also the changes in and amendments to these documents that the Parties agree upon in accordance with the provisions below.
Agreed Delivery Time	The time for delivery of the Equipment, as agreed upon by the Parties in this Agreement.
Actual Delivery Time	The time on which actual delivery of the Equipment has been made in accordance with this Agreement.
Window	Period of time in the Time Schedule which is designated as the period when the Equipment shall be delivered or installed at NKS.
Supplier	The supplier which is awarded the assignment and is SLL’s contracting party.

Scope of Delivery	The deliveries of the Equipment and performance of the Options and also every associated product, work or service which the Supplier shall supply to SLL in accordance with the provisions of this Agreement (as the Scope of Delivery from time to time may change in accordance with this Agreement) in accordance with section 4 below.
LOU	The Public Procurement Act (2007:1091)
Karolinska University Hospital, Solna	The present activities in Solna
<i>Office Hours</i>	<i>Weekdays normally between 8 AM and 5 PM.</i>
Purchase Price	The total purchase price for the Scope of Delivery in accordance with this Agreement, except the Options which are priced separately.
Acceptance Control	The control which is to be carried out in relation to the Equipment in accordance with section 7.1 below.
MT	SLL's medical-technical activities.
NKS	The new hospital buildings at Karolinska University Hospital, Solna.
New Karolinska Solna University Hospital	The future activities at NKS.
Options	The options that are described below in sections 4 and 5.2 and which are specified in schedules 2-5 to this Agreement.
Parties	SLL and the Supplier.
Project Agreement	The project agreement which SLL and SHP entered into on the 30 th of June 2010 for the design, construction, operation, maintenance and finance of NKS.
SHC	Skanska Healthcare: A company which has taken over SHP's obligations under the Project Agreement. SHP is generally used in this Agreement.
SHP	Swedish Hospital Partners AB (company with which SLL has signed a Project Agreement and which will design, build, finance and be

	responsible for the operation of NKS).
SLL	Stockholm County Council
Final Inspection	The final inspection that is to be carried out in relation to the Equipment in accordance with section 7.4 below.
Final Commissioning Program	Has the same meaning as in the Project Agreement.
Security Control	The security control that is to be carried out in relation to the Equipment in accordance to what is described below in section 7.3.
Time Schedule	The time schedule that is to be determined by SLL in accordance with section 5.4 below.
Sub-suppliers	Does also include co-suppliers and means other companies which the Supplier aim to use when performing its obligations under this Agreement.
Equipment	The equipment that has been specified and which satisfies the requirements that are given in the specification included in the tender documents.

4 The Agreement

4.1 Scope of the Agreement

The Supplier undertakes to deliver to NKS, put in place, mount, cover from damage, install and commission the Equipment in accordance with this Agreement, the tender documents which have formed the basis for the procurement and also the requirements which are included in the accepted tender. The scope of the delivery, mounting, installation and commissioning of the Equipment is set out in this Agreement together with its schedules. The delivery includes all material and labor that is necessary to ensure that the Equipment, when it has been installed, fulfill the requirements and performance specified in this Agreement, even if all such material and labor has not been entirely specified in this Agreement, but has clearly been intended by the parties to be included.

The Equipment and the execution of the delivery, lifting in place, mounting, installation and commissioning of the Equipment shall meet all applicable Swedish laws, Government regulations and ordinances issued by public authorities and the current application of these.

The Supplier's undertaking under this section 4 is referred to below as the "**Scope of Delivery**".

4.2 Documents

Remark: The schedules below will be added when the final agreement is prepared.

The Agreement consists of the following documents:

1. Written changes and amendments to the Agreement which have been signed by the Parties
2. This Agreement

The following schedules belong to the Agreement:

- Schedule 1. Specification of the Equipment*
- Schedule 2. Specification Option Education*
- Schedule 3. Specification Option Maintenance Agreement (Following the Expiration of the Warranty Period)*
- Schedule 4. Specification Option Accessories and Support Aids*
- Schedule 5. Preliminary Time Schedule*
- Schedule 6. Contact Persons*
- Schedule 7. Requirements for the Construction Site*
- Schedule 8. Skanska Sweden's General Order and Safety Rules*
- Schedule 9. Tender Documents with Schedules (are not attached)*
- Schedule 10. Tender X dated yyyy-mm-dd (is not attached)*
- Schedule 11. BMU 93 (not attached)*

Any clarifications or supplements made by SLL during the tendering period are valid in relevant parts as if they were a part of the documents listed above.

In case of any conflicting data in the contract documents, they shall take precedence in the order stated above, unless the context clearly dictates otherwise.

4.3 Contact persons

The Parties' contact persons in relation to this Agreement are shown in Schedule 6 (*Contact Persons*)

5 Commercial Terms

5.1 Prices

Note: The schedules stated below, with the relevant products and prices, will be established before the signing of the final agreement.

The Scope of Delivery according to this Agreement, and the prices for this, are shown by the following:

- Schedule 1. Specification of the Equipment*
- Schedule 2. Specification Option Education*
- Schedule 3. Specification Option Maintenance Agreement (Following the Expiration of the Warranty)*

Schedule 4. Specification Option Accessories and Support Aid

The total purchase price for the Scope of Delivery under this Agreement, shall be paid by SLL to the Supplier in accordance with the payment schedule that is shown in section 9 (“**Purchase Price**”) below. The Purchase Price is the following:

Equipment shown in <i>Schedule 1</i>	<i>SEK x xxx xxx,-</i>
Total Sum	<i>SEK x xxx xxx,-</i>

The Purchase Price does not include value-added tax and SLL shall be responsible for the value-added tax that is to be paid on the Purchase Price according to law. SLL shall not have any responsibility for any other taxes, fees, custom duties and levies that may arise in relation to the Scope of Delivery, unless otherwise clearly stated in other parts of the Agreement.

For the avoidance of doubts, all costs regarding the Scope of Delivery shall be included in the Purchase Price, unless otherwise clearly agreed upon between the Parties. Such costs may, for example, include costs for mounting/installing, packaging (as well as the disposal thereof), insurance, customs duty, transport (including transport to the site and to lift the equipment into place) and every other service the Supplier is to carry out according to this Agreement.

The Purchase Price is given in Swedish kronor (SEK), is fixed and shall not be adjusted during the contract period, unless clearly stated in the Agreement or otherwise follows from the provisions of the Agreement.

5.2 Options

5.2.1 Option Education

The Agreement includes a right for SLL to, up to and including the 31 December 2016, order education according to Schedule 2.

Such orders shall be made at the latest [] months before the time when SLL intends to make use of the option.

5.2.2 Option Accessories and Support Aid

The Agreement includes a right for SLL to, up to and including 31 December 2016, order accessories according to Schedule 4.

Such orders shall be made at the latest [] months before the time when SLL intends to make use of the option.

5.2.3 Option Maintenance Agreement

The Agreement includes a right for SLL to, up to and including 31 December 2016, order a maintenance agreement according to Schedule 3.

Such orders shall be made at the latest [] months before the time when SLL intends to make use of the option.

5.3 Terms of Delivery

Delivery of the Equipment shall be made DDP according to Incoterms 2010 (free delivery) to the designated delivery address, provided, however, that the provisions concerning the passing of risk, Acceptance Control and takeover of the Equipment according to DDP shall not apply between the Parties to the extent that these matters are expressly regulated in any other part of this Agreement.

5.3.1 Delivery Address

Delivery of the Equipment shall be made to the following address:

New Karolinska Solna
Building U4:2

5.3.2 Goods Labelling

Ordered Equipment shall be labeled in accordance with SLL's instruction.

5.4 Time of Delivery, Time Schedule

A preliminary time schedule for the Delivery is attached to this Agreement as Schedule 5 (*Preliminary Time Schedule*). The final time schedule is dependent on the contents of the Final Commissioning Program for the commissioning of NKS that is to be applied between SLL and SHP, which has not yet been established by the commencement of this Agreement.

SLL has the right, after consulting the Supplier, to determine on its own the final time schedule ("**Time Schedule**") that is to be applied for the Scope of Delivery, provided that it, in all material respects, complies with Schedule 5 (*Preliminary Time Schedule*) and does not impose on the Supplier more onerous obligations than the ones in Schedule 5 (*Preliminary Time Schedule*).

It is of utmost importance to SLL that the Supplier performs the Scope of Delivery and all other undertakings under this Agreement within the times stated in the Time Schedule. The Supplier shall, after receiving the Time Schedule, be responsible for that:

- a) all such information that the Supplier is to provide SLL in accordance with section 6.2.3 below is provided on the times stated in the Time Schedule;
- b) all such preparatory work that is to be carried out by the Supplier in accordance with section 6.2 below is carried out on the times stated in the Time Schedule; and
- c) all Equipment is delivered, mounted / installed and prepared for takeover by SLL on the start and end times stated in the Time Schedule.

SLL shall, subject to section 6.7 below, procure that the Supplier is given access to the relevant spaces within NKS for the installation of the Equipment in accordance with the Time Schedule and also that

the spaces, which are concerned during the respective installation time, meet the requirements stated in section 6.2.3 below.

A Party shall without delay notify the other party after having obtained knowledge about circumstances that cause changes to the Time Schedule for the performance of the Scope of Delivery. Changes to the Time Schedule shall be approved in writing by the Parties' authorized representatives.

6 Installation and Commissioning, etc.

Delivery to and installation of the Equipment at NKS will occur simultaneously with SHP's completion and commissioning of NKS and SLL's commissioning of the hospital operations at NKS. The Supplier is aware that this means that the Supplier's work in relation to the installation of the Equipment has to be coordinated with SHP's and other Suppliers' work at NKS and, in order to avoid delays of its own and other parties' deliveries, that it is of utmost importance that the requirements and assumptions that are stated in this section 6 are observed.

6.1 Coordination with SLL, SHP and others

SLL has chosen SHP as the overall responsible party for the coordination of works and deliveries within the NKS area and for the time coordination of the works that are to be carried out within the NKS area. The Supplier shall, in relation to SLL and SHP (in their capacity as overall responsible party for the coordination), before and in connection with the performance of its obligations under this Agreement:

- a) follow, and ensure that its personnel follows, every instruction given by SHP and the rules that SHP decides for the NKS area from time to time (including the rules that are stated in Schedule 7 (*Directions at the Construction Site*) including the related sub-schedules *The Project's Work Environment Plan Rev. 5*, *Logistics Plan NKS rev. 2012-08-22; ID 06 General Provisions Regarding Identity Requirements and Attendance Recording*; and *Fire Protection During Time of Construction* and Schedule 8 (*Skanska Sweden's Public Order and Safety Regulations*) to this Agreement;
- b) participate in safety introduction when called for by SHP;
- c) participate in every start up meeting and coordination meeting that SHP, in its capacity as overall responsible party for the coordination, has the right to demand to be held (no more than twice (2) per month), and participate in every other such meeting that SLL or SHP reasonably requires for the purpose of the Scope of Delivery and the implementation of the NKS project;
- d) keep a continuous dialogue with SLL or SHP regarding the performance of the Scope of Delivery and submit to SHP (with a copy to SLL) reports every week in which the Supplier shall confirm that the performance of any part of the Scope of Delivery, which is to be performed within the NKS area, is performed according to the Time Schedule and the planning determined by SHP;
- e) remove all waste, packaging, etc. that has been generated by the Supplier during the performance of the Scope of Delivery within the NKS area and make sure that all spaces, including transportation

routes, are left in the same state (including cleaning condition) as they were when the Supplier got access to the spaces; and

f) to the extent necessary, cooperate with SLL, SHP and the other suppliers in a way that effectively ensures compliance with the Time Schedule, agreed quality and other requirements under this Agreement.

6.2 Preparatory Work

6.2.1 The Premises

The design of the premises in which the Equipment is to be installed is established in the NKS project. The Supplier will be given opportunity to participate in the final detailed planning (including technical supplies) of the relevant premises according to sections 6.2.2 and 6.2.3 below.

The Supplier shall, on request, free of charge, participate in meetings/telephone meetings with SLL and SHP regarding preparations of the relevant premises for the Equipment installation.

6.2.2 Drawings and Other Information Regarding Premises and Spaces

SLL shall make sure that the Supplier, at latest at the respective times stated in the Time Schedule, is given:

- a) At the latest at the information date: all such information that the Supplier reasonably needs to fulfill its undertakings under sections 6.1 above and 6.2.3 below; and
- b) 10 days after the notification date: digital drawings with the necessary degree of detail in scale 1:50 of the premises and spaces within NKS at which the Equipment shall be installed.

6.2.3 The Supplier's providing of information regarding planning and prerequisites for installation etc.

In due time before the installation works for the Equipment are initiated, at the latest at the respective time stated in the Time Schedule, the Supplier shall provide SLL with information as follows:

- a) At the latest by the information date; contact details to the person responsible for installation, operation etc. of the Equipment;
- b) At the latest by the notification date; the loading requirements regarding weight, beams requirements etc. applicable for the Equipment as well as every other technical, physical, and environmental prerequisite or other entry condition applicable in relation to the premises within NKS, which the Supplier reasonably deems will need to be adjusted in order for the Supplier to be able to carry out the Scope of Delivery according to this Agreement;
- c) At the latest by the information date; trade mark and model regarding all Equipment and documents presenting how the installation work is intended to be carried out, if such information is not evident from Appendix 1 (Equipment specification);

d) At the latest by the information date: the areas within the NKS-area which the Supplier reasonably deems that it will need access to in order to be able to carry out the Scope of Delivery according to this Agreement. The space available for putting away of equipment is very limited and storing during any other time than time immediately motivated by installation works are, if nothing else is specifically pointed out by SHP, not possible; and

e) At the latest by the notification date: any and all other information regarding the Supplier's installation requirements for the Equipment which is necessary in order for SLL to be able to comply with its obligations regarding preparations before the Supplier's access to the relevant premises within NKS.

In addition to the above, the Supplier shall, if needed, immediately following the Supplier's receipt of drawings according to section 6.2.2 b) above, and in any case at the latest by 20 days after the notification date stated in the Time Schedule, provide SLL and SHP with any and all additional information needed in order for SLL and SHP to construct and prepare the premises in which the Equipment is to be installed (including technical information regarding the extent and placing of the media connections needed to fulfill the function of the Equipment).

6.2.4 SLL's liability regarding access conditions

Taking into consideration what is stated in section 6.1 above and the limitation evident from section 6.7 below, SLL shall ensure, before the date stated as starting date for installation of Equipment in the Time Schedule and during the installation periods stated in the Time Schedule, that the premises affected by the installation of the Equipment are completed in the state:

- a) as agreed between the Parties at the meetings referred to in section 6.2.1 above;
- b) which is needed due to construction technical or other reasons in areas and premises affected by the installation of the Equipment or the Supplier's internal transports of relevant Equipment within the NKS Area; or
- c) that the Supplier has informed SLL about at the relevant points in time as stated in the Time Schedule and section 6.2.3 above.

6.2.5 Inspection of the NKS area etc. before delivery

In due time before delivery of the relevant Equipment to NKS – the Supplier, SLL and SHP shall jointly inspect the working area within NKS and all transport routes to the area. Unless otherwise agreed between Parties, the observances from such inspection shall be put on record by SHP, which records shall be adjusted by SLL and the Supplier.

In connection with such inspection, the Supplier shall ensure that transport routes with sufficient dimensions and bearings are available.

6.3 The passing of risk

The risk of loss of or damage to the Equipment passes from the Supplier to SLL at the point in time when Acceptance and Security Controls of the Equipment and the Supplier's installation hereof have been approved according to section 7.2 and 7.3 below.

6.4 The engaging of Sub-suppliers

If the Supplier engages Sub-suppliers for the completion of certain parts of the Scope of Delivery, the Supplier shall be liable for work carried out by the Sub-supplier as if the Supplier had carried out the work itself. Any references to Supplier in this Agreement shall, if applicable, include Sub-suppliers if the Supplier has engaged such for the relevant undertaking. The Supplier shall, following a request from SLL, notify SLL in writing about any and all Sub-suppliers engaged to carry out work within the NKS area.

6.5 Drawings

The Supplier shall be liable for and shall bear all costs regarding the drawing-up of system internal relation documents. The documents shall include all system parts and the placing hereof and shall demonstrate the location of internal installations between individual devices/system parts and shall also demonstrate the location of the system's connection points to e.g. the VVS, electricity, data communication and other support systems of the premises. The drawings shall be complete and delivered by the Supplier, at the latest, by the notification date stated in the Time Schedule.

6.6 Liability for carrying out of Scope of Delivery

In the case that the Parties are in dispute regarding the scope of rights and obligations under this Agreement, the Supplier shall continue to carry out its obligations under this Agreement and shall under no circumstances be entitled to discontinue the execution of its obligations or terminate or threaten to terminate this Agreement, until the dispute has been finally settled. The Supplier shall under no circumstances be entitled to discontinue the carrying out of the Scope of Delivery by alleging breach of agreement by SLL or by referring to outstanding claims for payment, if SLL (in good faith) deems that withholding of payment is justified due to a claim, until such dispute is finally settled.

6.7 Suspension

6.7.1 SLL's right to suspend work

At any time and regardless of the reason therefore, SLL shall be entitled to order the Supplier, by way of a written notification, to pause or resume work or part of work that the Supplier shall carry out as part of the Scope of Delivery within the NKS area (suspension). Such notification from SLL shall state the time period and extent of the pause or resuming of the work and the Supplier shall be obliged to follow such order from SLL.

During an ordered suspension as described above, the Supplier shall protect the Equipment carefully and in a safe manner and shall without undue delay ensure that the areas within NKS in which the

Supplier's work has been suspended are prepared in accordance with section 6.1 e) above and shall thereafter leave relevant areas and in all other respects take the actions reasonable requested by SLL. Further, the Supplier shall in case of suspension take all actions necessary to avoid or mitigate any additional costs.

If SLL utilizes its right to suspend the work as described above and thereafter notifies the Supplier to resume the Scope of Delivery, the Supplier shall be obliged to resume work within reasonable time and in a way reasonably accepted by SLL. In this context, SLL shall take into account the extent of the suspension for the Supplier with regard to labor and other resources which the Supplier, at the time of SLL's notification to resume work, may lack as a consequence of the suspension.

6.7.2 The Supplier's right to compensation in case of suspension

The Supplier shall be entitled to receive compensation for its reasonable and unavoidable costs caused by the execution of SLL's order according to section 6.7.1 above and shall be entitled to receive compensation according to the payment plan in section 9.1 below as if the Supplier had carried out the work in accordance with the Time Schedule, provided that and to the extent SLL's order according to section 6.7.1 was not due to or made necessary owing to a delay of Scope of Delivery for which the Supplier is responsible or any other circumstance for which the Supplier is responsible.

6.7.3 Liability for delay

In case of an ordered pause according to section 6.7.1 above, the Supplier shall be released of any liability for delay according to section 8.1.2 below, except in case of delays made necessary owing to a delay of Scope of Delivery for which the Supplier is responsible, or any other neglect or circumstance on the Supplier's side for which the Supplier is responsible.

7 Controls and succession

7.1 Control and testing of production

If requested by SLL during the manufacturing of the Equipment or the installation work, the Supplier shall provide SLL with any and all information needed to assess whether the Equipment and the installation works will comply with the conditions under the Agreement, provided that SLL observes provisions on secrecy etc. which shall apply for such information according to the Supplier.

During the manufacturing, the Supplier shall at its own liability, risk, and cost, test the Equipment in accordance with the standards generally applied within the industry. The Supplier shall ensure that SLL is given the opportunity to be present during such tests by giving SLL notice hereof at least [] before the planned testing day. The Supplier shall take minutes at the tests which shall be provided to SLL and – unless the contrary is shown – such minutes shall be deemed to correctly account for the execution and results of the tests.

7.2 Acceptance Control

SLL shall be entitled to carry out an Acceptance Control of the relevant Equipment at least two (2) weeks following delivery of Equipment to NKS.

Unless otherwise agreed between the Parties, an Acceptance Control shall be carried out with the sole purpose to ensure (i) that the Equipment does not obviously deviate from the Agreement and shall comprise such tests, scrutiny and testing that SLL deems adequate for this purpose and (ii) that all Equipment has been delivered accompanied with a short Swedish manual description described in the final paragraph of section 13.2 below.

If SLL fails to carry out an Acceptance Control within the time frame stipulated in this section 7.2, an approved Acceptance Control shall be deemed to have taken place for (and only for) the purposes stated in section 9.3 below.

7.3 Security Control

When the Equipment has been installed according to this Agreement, the Supplier shall ensure that a Security Control is carried out together with SLL, with the assistance of an authorized inspector, according to the Time Schedule in order to control that the security, function and capacity of the installed Equipment complies with the conditions of this Agreement. A Security Control shall include (i) any tests, scrutiny and testing that SLL deems adequate for this purpose (including tests with relevant media such as gas) and which in all essence complies with the standards generally applied within the industry and (ii) control of the technical documentation supplied by the Supplier. In due time before the Final Inspection, SLL shall produce minutes from the Security Control which – unless the contrary is shown – shall be deemed to correctly account for the execution and results of the Security Control.

Unless otherwise agreed between the Parties, SLL shall bear the entire cost for the independent inspector.

7.4 Final Inspection

The Supplier shall ensure that a final inspection, with the assistance of an independent inspector, is carried out in accordance with [”Anvisningar för besiktning av medicin-tekniska utrustningar och installationer” (BMU 93)] (”Final Inspection”).

Unless otherwise agreed between the Parties, SLL shall bear the entire cost for the independent inspector.

A prerequisite for the approval of the Final Inspection is that the Supplier have corrected any deficits or defaults discovered during the Acceptance and Security Control at least one (1) week before the Final Inspection, that the Scope of Delivery complies with the requirements under this Agreement and that all accompanying documentation has been delivered to NKS and been approved by SLL.

7.5 Non-approved control

If a control, test or inspection according to this section 7 demonstrates that the Equipment or Scope of Delivery deviated from the requirements under this Agreement, the Supplier shall without delay and at its own risk and cost take all actions needed in order for the Supplier to be deemed to comply with its obligations under this Agreement. At the request of SLL, the Supplier shall account for all actions taken before the Equipment and Scope of Delivery is again made subject to controls or tests according to relevant provisions under this section 7.

Unless otherwise agreed between the Parties, the Supplier shall bear the costs for the re-inspections according to this section 7.5.

7.6 Approval and succession

Unless otherwise agreed between the Parties or evident from this Agreement, approval and succession of the Equipment shall take place following the Final Inspection according to section 7.4 above. Following succession, SLL shall be entitled to take the Equipment into clinical operation.

The time for rectification of remaining complaints from the Final Inspection, if any, and the part of the costs that shall reasonably not be invoiced due to the complaints shall be determined by SLL in connection with the Final Inspection. For the avoidance of doubts, complaints that only have immaterial effect on the agreed operation capacity and function of the Equipment, shall not be deemed to prevent succession.

Remark: If the Supplier requests that the purchaser signs any form of approval document supplied by the Supplier, this shall take place in connection with the approval and the succession.

7.7 Warranty inspection

Unless otherwise agreed between the Parties, a warranty inspection shall take place before the expiry of the warranty period. The warranty inspection shall be convened by the Supplier. SLL shall be entitled to engage an independent inspector to carry out the warranty inspection.

If the warranty inspection is not approved, the warranty period shall be extended until there is an approved warranty inspection.

The following prerequisites shall apply in order for the warranty period to expire at the end of the warranty period:

- that the agreed availability is fulfilled,
- that offered educations are carried out or announced,
- that remaining complaints, if any, are corrected.

Unless otherwise agreed between the Parties, SLL shall bear the entire cost for the independent inspector.

8 Delay in delivery

8.1.1 Information obligation

A Party shall, without undue delay, notify the other Party if it receives information about circumstances that may cause a deviation from the Time Schedule.

8.1.2 Delay by the Supplier

As described in section 5.4 above, it is of utmost importance to SLL that the Scope of Delivery follows the Time Schedule. In these circumstances, SLL may from the Supplier receive a penalty amount equivalent to 10 % of the Purchase Price for any Window delivered after the final day according to the Time Schedule and for which Window the Supplier is responsible and has not been released from liability according to section 6.7.3 above or section 18 below.

For the avoidance of doubt, SLL's right to penalty according to this section 8.1.2 shall not in any way limit SLL's right to suspension according to section 6.7 above.

If a delay according to this section 8.1.2 causes a delay of the taking into operation according to the Final Commissioning Program, SLL shall be entitled to damages from the Supplier for any damage that SLL is caused as a result of the delay up to the amount of maximal damages stated in section 11.1 below, any penalty paid under this section 8.1.2 shall however be deducted from such amount.

If the Supplier is unable to fulfill the conditions for delivery, approval and succession of the Equipment within three (3) months from the points in time stated in the Time Schedule, SLL shall be entitled to terminate the Agreement.

If SLL terminates the Agreement according to this section, SLL is entitled to receive repayment of paid parts of the Purchase Price plus interest according to the applicable reference interest. In case of termination according to this section, no cost for utilization of the Equipment such as rent or the like, shall be paid by SLL.

8.1.3 Delay by SLL

If SLL fails to give the Supplier access to the relevant premises within NKS as stipulated in section 5.4 above and at the points in time stated in the Time Schedule, SLL shall compensate the Supplier for any additional costs caused as a consequence hereof, unless this non-compliance with the agreement has been caused by the Supplier, circumstances for which the Supplier is responsible or circumstance in respect of which SLL has been released from liability according to section 18 below.

9 Invoicing and payment terms

9.1 Terms of invoice

The invoicing of the Equipment shall follow the payment plan stipulated below and separate invoices shall be issued for the respective interim payments.

- (a) A first interim payment of 30 % of the Purchase Price shall be invoiced at the order/request for Equipment (and, where applicable, Equipment according to agreed Options).
- (b) A second interim payment of 50 % of the Purchase price shall be invoiced at the approved Acceptance and Security Control of delivered Equipment. The invoice shall only include the part of the Purchase Price relating to Equipment that has been delivered and that has undergone an approved Acceptance and Security Control. For the avoidance of doubts, the Supplier shall be entitled to invoice 50 % of the Purchase Price regarding the delivered Equipment according to this section 9.1 c) only if the relevant Equipment has been delivered and has undergone an approved Acceptance and Security Control without any complaints. If there are any complaints regarding Equipment at Acceptance or Security Controls, SLL shall determine the size of the second interim payment in relation to the importance of the complaints.
- (c) A third interim payment of 20 % of the Purchase price shall be invoiced when the purchaser has succeeded the Equipment following the approved Final Inspection, or alternatively, when the Equipment following agreement between the Parties is taken into clinical operation with remaining complaints.

SLL will not pay service costs, invoice costs or other charges from the Supplier or third parties. Such costs shall be deemed included in the Purchase Price and shall not be charged specifically.

9.2 Bank guarantee

Simultaneously with SLL's payment of the first interim payment according to section 9.1 above, the Supplier shall provide SLL with a bank guarantee or other equivalent guarantee amounting to the sum paid as a first interim payment. Any guarantee under this section 9.2 shall be returned to the Supplier by SLL when SLL has succeeded the Equipment and SLL has been obliged to execute payment of the third interim payment regarding the Equipment in respect of which the relevant guarantee has been provided.

The Supplier shall bear all costs related to the guarantee/guarantees under this section 9.2.

9.3 Payment terms

If there are no reason to complaints regarding delivery or invoices, SLL shall effect payment according to the payment plan stipulated in section 9.1. above within 30 days from the date that the invoice arrives at SLL. The same shall apply regarding agreed partial delivery.

9.4 Interest on overdue payment

If there are no reason to complaints regarding delivery or invoices and SLL does not effect payment of an invoice within the time stipulated in section 9.3 above, the Supplier shall be entitled to interest on overdue payment equivalent to the interest rate stipulated in 6 § of the Swedish Interest Act (1975:635) until SLL has effected payment.

9.5 Invoices

The alternative invoice formats applied within the Supplier's area are described below. SLL fully adheres to SKL's standard for the public sector referred to as SFTI (Single Face To Industry). Detailed information about the scenarios described below are available at the SKL website www.sfti.se.

Invoices with Svefaktura

For specification, refer to www.svefaktura.se.

Invoices with full text invoices.

Full text invoices is a variety of SFTI sc 9.1. No electronic price information is exchanged between the parties and the full text invoices shall include complete information also regarding item level.

10 Defective Equipment and Warranty period

10.1 "Defect"

"Defect" under this Agreement shall include every defect of deviation from the Agreement with regard to the Equipment caused by flaws in construction, material, manufacturing, transport or installation executed by the Supplier or if the Equipment in any other respects does not comply with the agreed requirements, operation qualities, functions or capacity.

The Supplier shall not be responsible for defects caused by faulty handling, deficient maintenance, incorrectly executed repairs, incorrect storage or incorrect installment works for which the Supplier is not responsible according to this Agreement, SLL's or other supplier's negligence or alterations made without the Supplier's approval, construction prescribed by SLL or normal wear and tear of the Equipment.

The regulations regarding defects under this section 10 shall apply, in applicable parts, also if part of the Equipment is missing.

10.2 Warranty period and defect liability of the Supplier

The warranty period, during which the Supplier shall be obliged to rectify defects at its own cost and risk in accordance with what is stipulated in this section 10.2, shall be one (1) year from the day when SLL has taken the Equipment in clinical operations.

The Supplier shall be liable for parts that have been replaced or repaired according to the same rules as applicable for the original Equipment under this section 10.2 starting from the point in time when the exchanged or repaired parts were delivered. The Supplier's liability shall include damage caused by exchanged or repaired parts on other parts of the Equipment.

If the Equipment is unemployable for more than one (1) month due to a defect, the warranty period stipulated above shall be extended with a period of time corresponding to the period of time during which the Equipment has been unemployable.

10.3 Notice of complaint

SLL shall notify the Supplier of defects by way of a written notice without undue delay from when the defect appeared. The notice of complaint shall include a description of how the defect is manifested. If there is reason to assume that the defect may cause risk of damage, the notice of complaint shall be made immediately.

When the Supplier has received a written notice of complaint from SLL according to this section 10.3, the Supplier shall rectify the defect with the expedience required by the circumstances.

If SLL renders a notice of complaint according to this section 10.3 and it subsequently becomes apparent that there is no defect in Equipment for which the Supplier is liable, the Supplier shall be entitled to compensation for the work and the costs caused by the notice of complaint.

10.4 Rectification procedure

If the Supplier does not comply with its obligations under this section 10 within reasonable time, SLL shall be entitled to grant the Supplier a final grace period for rectification. If the Supplier has not fulfilled its obligation within such grace period, SLL shall be entitled to:

- (a) take necessary actions to rectify the defect at the Supplier's risk and cost, provided that SLL acts with sound judgment; or
- (b) claim a price reduction equivalent to the defect.

If a defect in Equipment is material, SLL may instead terminate this Agreement through a written notice hereof to the Supplier. SLL's right to terminate the Agreement shall apply also if a defect, following actions described above in this section 10.4, still is material. In case of termination, SLL shall be entitled to damages regarding actual direct damage suffered by SLL.

If the nature of the defect renders rectification at NKS's premises unfit, SLL shall at the Supplier's request and cost facilitate the execution of the work by sending the defect part to the Supplier for exchange or repair.

11 Liability and insurance

11.1 Liability for damage

The Supplier is liable for damage that SLL may suffer in connection with the execution of Scope of Delivery as a result of a defect caused by negligence by the Supplier or someone for which the Supplier is responsible.

Remark: See also the section regarding limitation of liability.

The Supplier's liability for personal injury or damage to property according to this section 11 shall not exceed SEK 20 000 000 per year and damage event. Regarding purely economic loss (*Sw: Ren*

förmögenhetsskada), the Supplier's liability according to this section 11 shall not exceed SEK 20 000 000 per year and damage event.

11.2 Liability in relation to third parties

Due to the location of the work place, work and transports must be carried out with careful cautiousness. The Supplier is liable for personal injury or damage to property suffered by a third party and caused by the supplier, or by someone for which the Supplier is responsible, in connection with the execution of the Scope of Delivery.

11.3 Insurance

The Supplier shall have and, until SLL succeed the Equipment, maintain all insurance necessary for the execution of the Scope of Delivery and the liability that may arise for the Supplier as a result of this Agreement, e.g. property and indemnity insurance, and all other insurance that the Supplier is obligated to have under relevant laws and regulations.

At the request of SLL, the Supplier shall provide SLL with copies of all insurance certificates, evidence that due insurance premiums have been paid and other evidence regarding applicable insurance. If the Supplier does not fulfill the requirements under this section 11.3, SLL may effect an insurance policy at the Supplier's cost.

12 Availability

12.1 Availability during/after the warranty period

The Supplier guarantees that the Equipment comprised by this Agreements has a minimum operation capacity of 95 % during/after the warranty period. The availability after the warranty period is only guaranteed provided that the buyer has signed a maintenance agreement of sufficient level. The availability is calculated according to section 12.2.

The total available time under the warranty period is calculated during measure periods of 2 months. The total available time after the warranty period is calculated during measure periods of 2 months.

If the guaranteed availability is not met for any of the measure periods, the warranty period shall be extended with one month for each percentage unit that the availability falls below the guaranteed percentage.

When full service or co-operation agreements are signed, each percentage unit the availability falls below the guaranteed percentage shall entail a price reduction of 10 % of the agreement price for the service agreement.

If the availability falls short of 95 % during the warranty period, the Supplier shall be entitled to exchange the relevant Equipment or the components having caused the defect function without any cost for the buyer and thereafter the warranty period shall be prolonged with one measure period. If the Supplier chooses not to exchange the relevant Equipment as stipulated above, or if the Equipment

following yet another measure period still does not comply with the set requirements, the buyer may terminate the Agreement and receive full crediting.

If the buyer terminates the Agreement according to this section, the buyer shall be entitled to repayment of the paid parts of the Purchase Price including interest according to applicable reference interest. In case of a termination according to this section, no cost for utilization of Equipment such as rent or the like, shall be paid by the buyer.

12.2 Calculation of availability during/after the warranty period

The Supplier guarantees the availability of the Equipment comprised by this Agreement during/after the warranty period under the following prerequisites:

Normal operating hours for the Equipment is Monday – Friday, 07:00 – 16:00 during 50 weeks/year.

Maintenance is carried out by the Supplier's staff but may – following agreement with the Supplier – be carried out by the buyers staff.

Equipment is deemed available when it, at normal usage, fulfills the capacity stated in technical and functional supporting documents, where all functions shall be available.

The system shall not be deemed available starting from when the Supplier receives notice of error until the defect has been rectified.

A defect due to faulty service shall not be included. In case of dispute, a third party approved by the buyer and the Supplier may be summoned from an institution with equivalent Equipment.

The estimated time needed for prevention maintenance of 5 Working Days shall not be included in the unavailability.

The technical contact persons of the Supplier and the buyer shall keep joint operation records of all defects stating the time and extent of the defect. The calculation of availability shall be based on the operation records and the records shall at all defect occasions be signed by both Parties.

The buyer is responsible for the availability statistics being forwarded to the Supplier as soon as possible following the expiry of every measure period.

The following shall be deemed as operational disturbance:

- defects related to technical construction and/or component and measure defects. Defects that arise due to faulty operation where the operation instructions have been given in manuals or otherwise in writing shall not be deemed as operational disturbance.
- operational disturbance of a function due to the quoted capacity not being fulfilled.
- repeated release of the same fuse. It shall be the Supplier's responsibility to establish if defects are caused by local system defects repeated intermittent defects.

The following shall not be deemed as operational disturbance: Minor defects that does not affect the operation of the Equipment.

The availability guarantee shall cease to apply if the Supplier is not given the opportunity to carry out maintenance to the extent determined.

13 Documentation

13.1 Documentation in general

Succession of Equipment according to section 7.6 above shall be deemed to have occurred only when all documentation stated in the specification of requirements provided by SLL, schedule 6 (Specification of requirements), have been delivered.

If the Supplier alters or changes relevant Equipment, the Supplier shall also be responsible for the corresponding update of delivered documentation.

13.2 User documentation

The Supplier shall ensure that all delivered Equipment is delivered to SLL with complete sets of Swedish operation manuals including instructions on how to manage the Equipment, monitoring routines and cleaning methods. At least one (1) copy of such operation manuals and one (1) copy to MT shall accompany every Equipment. Operation manuals shall be delivered electronically (PDF) on CD, USB or the equivalent.

In addition, the operation manuals shall comprise all handling, including configuration and the like, which the training officers within SLL (expert users) shall carry out and include details about articles of consumption, accessories etc.

The Supplier shall also ensure that a Swedish summary operation manual, which shall in particular illustrate safety aspects, is installed on or is accessible in direct connection to all Equipment and that delivery of such summary operation manuals take place together with and in direct connection with all relevant Equipment to NKS.

13.3 Technical documentation

Before the Final Inspection is carried out, the Supplier shall ensure that complete and appropriate sets of technical documentation regarding delivered Equipment is part of the delivery to NKS and that such is made available to SLL in the form of technical supporting documents regarding maintenance and service. If not in Swedish, such documentation shall be in English.

The documentation shall, in applicable parts, include the following:

- Operating (function) descriptions
- Records from fitting and measure tests

- Instructions regarding rectifying maintenance including trouble shooting
- Instructions regarding preventing maintenance including instructions on functional and quality controls
- A register of all necessary instruments/tools, means of assistance and spare parts in stock
- A register of all spare parts
- Block and flow charts
- Declarations of manufacturing (TCO and CE)
- Instruction for close down.

The documentation shall be delivered in one (1) hard copy and, where needed, shall be assembled in binders properly marked with its content on the front and on the back and shall include an index as well as an alphabetical register. If parts of the documentation is delivered in electronic form only, such copies shall not be in read only format or access protected. In addition, the documentation shall be delivered electronically (PDF) on CD or USB and shall be made available to SLL via a webpage.

The extent of the rest of the documentation to be provided follows from the specification of requirements previously provided by SLL (referred to as schedule 6, Specification of requirements, to this Agreement) and the quote of the Supplier (schedule 12, quote dated year-mo-da, to this Agreement).

13.4 Update of documentation

If the Supplier/the manufacturer updates the documentation regarding Equipment delivered to NKS, the MT shall be informed about this. The Supplier is responsible for the update of previously delivered documentation. Such update shall take place without undue delay during the service life of the Equipment.

The Supplier shall guarantee that the documentation, following updates, complies with the same requirements that applies for documentation regarding new Equipment concerning function and safety.

All documentation shall be updated and denominated with the current version.

14 Training

14.1 Operation training

Operation training for all relevant staff shall be included in the price for the Equipment. Training shall be adapted to the knowledge of the relevant staff.

The extent of training is also evident from the specification of requirements previously provided by SLL and the quote of the Supplier and shall include the following:

- The training shall take place at Karolinska University Hospital, Solna.
- All training shall be carried out by Swedish or English speaking application experts.
- The application expert shall be present during at least X days following approved delivery-, function-, capacity- and safety controls.
- Following approximately XX weeks of usage, follow-up and repetition training together with the application expert shall take place during X days.

Unless otherwise agreed between the Parties, the buyer shall bear the salary costs for its own staff's as well as travel, accommodation and subsistence allowance costs.

14.2 Technical run-through

A shorter technical run-through for the medical staff of the buyer shall take place in connection with delivery and installation.

14.3 Technical training

Service training for 4 medical engineers according to schedule 2 is part of the Supplier's undertaking. The technical level for said training shall enable the participants to perform urgent maintenance and calibration/adjustment following completed training and the Supplier shall certify that the participants may take such actions. Unless otherwise agreed between the Parties, any costs for training and education material as well as travel and accommodation costs, if any, shall be included. The buyer shall bear the costs for its own staff's salary and subsistence allowance costs during training.

Unless otherwise agreed between the Parties, the service training course shall be completed 2 months after the expiry of the warranty period, at the latest. If the training is not completed in time, the warranty period shall be extended with a period of time corresponding to the delay, unless the buyer is responsible for the delay.

If it becomes evident in connection with the technical or equivalent training that means of assistance or documentation deemed necessary to enable the medical staff of the buyer to fulfill its obligations vis-à-vis its clients and suppliers, e.g. under cooperation agreements, was not included in the quote, the Supplier shall immediately supplement the documentation and/or means of assistance accordingly without any additional cost for the buyer.

15 Maintenance/control

15.1 Spare parts

The Supplier shall be responsible to supply spare parts regarding Equipment up and until ten (10) years following the day when the manufacturing of the relevant Equipment was suspended.

15.2 Controls of the Equipment during the warranty period

During the warranty period stated in section 10.2 above, the Supplier shall carry out controls of the Equipment at its own cost to control and ensure that the Equipment complies with agreed requirements and functionality. Such controls shall take place as frequently as the Parties agree or when a Party deems a control necessary and shall be carried out in accordance with the practice generally accepted in the industry. The Supplier shall keep records of the controls and the results hereof which shall be provided to SLL without undue delay.

15.3 Updates and upgrades

Existing updates of the Equipment during the time from the order to delivery shall be carried out by the Supplier unless the Parties agree otherwise.

Updates of soft- and hardware of the Equipment during its service life related to patient- and staff security life shall be included in the Supplier's responsibilities without any cost. The same shall apply regarding necessary hardware adjustments. Also labor costs, if any, shall be included.

All updates regarding existing functions of the Equipment shall be included in the Supplier's responsibilities during the technical service life of the Equipment provided that a maintenance agreement of sufficient level is signed with the Supplier.

Updates and upgrades which entail new functions of the Equipment is not included in the Supplier's responsibilities.

16 Miscellaneous

16.1 Changes and amendments

Any changes and amendments to this Agreement or the Time schedule shall be in writing and signed by authorized signatories of SLL and the Supplier in order to be binding.

16.2 Assignment of the agreement

Without the other party's written consent, a party may not assign this Agreement or any obligations or rights arising from the Agreement to any other physical or legal person.

A prerequisite for the Supplier to assign this Agreement is e.g. that the supplier to which the Agreement is assigned may show sufficient professional and financial warranties equivalent to the warranties imposed on the present Supplier.

16.3 Notification obligation

The Parties shall continuously and without delay keep each other informed of any and all events of importance for the execution of the Scope of Delivery or events that may lead to agreed terms under this Agreement not being complied with.

16.4 Infringement of intellectual property rights

The Supplier shall at its own cost defend SLL if any claims are directed against SLL regarding infringement of intellectual property rights or other rights due to the use of the delivered Equipment or other products delivered under this Agreement (below referred to as the “Product”) for the intended and/or agreed purpose. The Supplier shall compensate SLL for any damages or other compensation which SLL through settlement or judgment is obligated to pay. The undertaking by the Supplier in this regard shall only apply provided that the Supplier is given the opportunity to determine the defense against such claims and to negotiate an agreement or settlement.

If it is determined that an infringement of intellectual property rights has occurred, the Supplier shall, at its own cost, either:

- (a) Secure SLL’s right to continue to use the Product;
- (b) Replace the Product with another product that will not entail an infringement;
- (c) Change the Product so that it will not entail an infringement; or
- (d) Retake the Product and credit SLL with an amount equivalent to the value of the Product with due regard to the time the Product have been used and normal period of depreciation.

If the infringement entails a material disadvantage for SLL, SLL shall have the right to immediately terminate the Agreement in its entirety through a written notice to the Supplier.

16.5 Contacts with the media

The Parties agree that SLL, between the Parties, shall be in charge of all press releases, public statements and other information to the media regarding this Agreement and the deliveries and services to be performed hereunder, unless SLL instructs the Supplier otherwise.

The Supplier shall not make any press releases, public statements or give any other information about this Agreement or deliveries or services to be performed hereunder (regardless of whether such information is to be published in writing, radio, television or other media) without SLL’s prior written approval.

16.6 Marketing

The Supplier may not make any references to the Scope of Delivery or to SLL in other respects in advertising or marketing without SLL’s prior written approval. SLL may, however, be mentioned in reference lists or the like.

16.7 Environmental

SLL follows the environmental ethical program ”Klimateffektivt, resurseffektivt och hälsofrämjande miljöarbete i Stockholms läns landsting 2012 – 2016”. It is of great importance that the Supplier observes this and the program in force from time to time and cooperates with SLL in these issues

when carrying out the Scope of Delivery. Further information can be found on SLL's webpage [webpage] Environmental program 2012-2016.

The Supplier shall, in accordance with the law in force, fulfill the producer liability in the following parts:

- Batteries
- Electrical and electronic products
- Packaging

16.8 Laws and regulations

When carrying out the Scope of Delivery, the Supplier shall comply with all laws, ordinances and regulations and general advice issued by governmental and municipal authorities and departments as well as the buyer's guidelines/codes of conduct for suppliers which are applicable from time to time regarding the Scope of Delivery or that in other respects concerns the Supplier in the carrying out of the Scope of Delivery.

16.9 Human rights and corruption

The Supplier should have guidelines and practices to obstruct violations of human rights, corruption and other behavior that entails abuse of entrusted power for own benefit. The Supplier should work actively to follow up its work in these respects and should continuously analyze the consequences of its business decisions from this perspective.

17 Entry into force and termination

17.1 Entry into force

This Agreement enters into force when signed by SLL and the Supplier and the award decision of the relevant procurement preceding this Agreement has gained legal force and SLL has not been obliged by court to change the outcome of the award decision or redo the procurement.

17.2 Termination and cancellation

The Parties' right to terminate and/or cancel the Agreement under this section 17.2 is in addition to and shall not in any way limit the other rights under this Agreement unless specifically stated below in this section 17.2.

17.2.1 SLL's rights

SLL may cancel the Agreement with immediate effect by way of a written notice hereof to the Supplier at the address stated in the Agreement, stating the ground for the cancellation, if:

- (a) it comes to SLL's knowledge that the Supplier has been sentenced – by an award that has gained legal force or it is probable, in SLL's assessment, that such award will gain legal force or not be revised by superior court – for crime including criminal actions under chapter 10 paragraph 1 of LOU or there is other cause for exclusion under chapter 10 paragraph 2 of LOU;
- (b) the Supplier acts in contradiction with applicable rules and regulations regarding anti-discrimination during the term of the Agreement;
- (c) it appears that the Supplier has provided incorrect information in the quote or in any other way in connection with the procurement preceding this Agreement and such information was not immaterial when awarding the Agreement to the Supplier;
- (d) the Supplier materially fails to fulfill its obligations according to the Agreement and such failure is not rectified by the Supplier within thirty (30) days from receipt of SLL's written notice hereof;
- (e) the Supplier, due to circumstances stated as force majeure events under section 18 below, cannot fulfill its obligations under the Agreement during at least ninety (90) days; or
- (f) the Supplier enters into bankruptcy or is otherwise insolvent and cannot be expected to fulfill its obligations under the Agreement and does not immediately provide a satisfactory security regarding the fulfillment of the obligations against SLL under the Agreement.

If SLL cancels the Agreement according to any of the grounds stated in this section 17.2.1 or another ground stated in this Agreement, SLL shall be entitled to:

- (a) repayment of the part of the Purchase Price that has already been paid including interest according to the reference interest applicable from time to time; and
- (b) compensation for the direct damage suffered by SLL as a consequence of the Supplier's fault, negligence and deficits.

In addition, in case of a cancellation, SLL shall not be obligated to pay for any utilization costs, i.e. rent or the like.

17.2.2 The Supplier's rights

With the reservations stated under section 6.6. above, the Supplier may cancel the Agreement with immediate effect by way of a written notice hereof to SLL at the address stated in the Agreement, stating the ground for the cancellation, if:

- (a) SLL materially fails to fulfill its obligations according to the Agreement and such failure is not rectified by SLL within thirty (30) days from receipt of the Supplier's written notice hereof;
- (b) SLL, due to circumstances stated as force majeure events under section 18 below, cannot fulfill its obligations under the Agreement during at least ninety (90) days;

- (c) SLL enters into bankruptcy or is otherwise insolvent and cannot be expected to fulfill its obligations under the Agreement and does not immediately provide a satisfactory security regarding the fulfillment of the obligations against the Supplier under the Agreement; or
- (d) SLL is late with payments under the Agreement according to section 9 above and does not make payment within thirty (30) days from the Supplier's written notice hereof.

18 Relief from liability (Force Majeure)

A Party shall not be held liable for delay or failure to fulfill its obligations according to this Agreement if and to the extent that the delay or failure is due to circumstances that are outside the Party's control such as a contractual conflicts on the labor market, fire, war, mobilization or equivalent military summons, requisition, confiscation, currency restrictions, uprisings, terror attacks, explosions, floods, legal bars or amendments in legislation provided that the affected Party, as a direct consequence of such events or circumstances, cannot fulfill all or an essential part of its obligations under the Agreement. The reference to contractual conflicts on the labor market shall not exclude liability if the Supplier itself is subject to or participates in such a conflict.

In order to claim any circumstance of force majeure according to the above, a Party must, without delay, notify the other Party thereof in writing and state which circumstance to which it refer for the release of its obligations. A corresponding notice shall be made, in writing, to inform the other Party when such circumstances cease to exist.

An exemption of liability as described above entails that a Party is released from its duty to fulfill its obligations at the agreed point in time and during the time when fulfillment must be postponed due to the event occurred if and to the extent the Party is prevented from fulfilling its obligations under this Agreement as a consequence of the event. A Party shall use all reasonable efforts to mitigate the extent and effects of the circumstances and shall resume fulfillment of its obligations as soon as practically possible.

19 Confidentiality

During a period of five (5) years following the execution of the Agreement, the Parties undertake to treat as confidential information all financial, business related or technical information that is received from the other Party and shall not – other than in accordance with expressed approvals in this Agreement – disclose such information to a third party or use the information for other purposes than the purposes according to this Agreement.

What has been said above in this section 19 shall not apply to information that the Party receiving the information can establish;

- (a) was commonly known at the time of the reception of the information or becomes commonly known after such reception by other means than breach of this Agreement by the Party receiving the information;

- (b) was already known by the Party receiving the information at the time of the reception of the information without having received the information directly or indirectly from the other Party; or
- (c) that a Party has received from a third party that has neither directly nor indirectly received such information from the other Party, provided further that the third party is not bound by a confidentiality undertaking in relation to the other Party.

A Party shall further be entitled to disclose such information that is regulated by this section 19 to sub-contractors and parties that the Party is co-operating with (including a Sub-supplier) if such disclosure is required for the Party to be able to fulfill its obligations, if the Party disclosing the information assures that the subject receiving the information is bound by this section 19 to the same extent that the Parties are bound by section 19 or assures that the subject is bound by a confidentiality undertaking corresponding to this section 19.

A Party shall always be entitled to disclose information regulated by this section 19 that the Party is obliged to disclose according to law or ordinances and the Supplier (including its direct or indirect parent companies or other entities within the group of the Supplier) shall always be entitled to disclose such information that the relevant entity according to a listing agreement with a stock exchange or market place or according to a financing agreement is obliged to reveal or disclose.

If the Supplier receives information that is protected by the Swedish Public Access to Information and Secrecy Act (2009:400), the Supplier shall consider applicable provisions in this statute.

20 Governing law and dispute resolution

20.1 Governing law

This Agreement shall be governed by Swedish law and shall be interpreted in accordance with Swedish law.

20.2 Dispute resolution

Disputes regarding the interpretation or application of the agreements entered into shall at first hand be resolved through negotiations between the Parties. The negotiations shall be conducted in Swedish, unless the Parties agree otherwise. Notwithstanding the foregoing, a Party is at any point of time entitled to initiate legal proceedings in respect of a dispute in accordance with the following.

Any dispute arising from this Agreement or a legal relationship arising from this Agreement shall be subject to the exclusive jurisdiction of Swedish general courts. Any proceedings shall in the first instance take place in Stockholm.