

These general terms and conditions apply to atNorth procurement of services and also comprehends products that might be connected to a service. Deviations from these terms and conditions shall be agreed upon in writing in order to apply.

## **DEFINITIONS**

“atNorth Holding AB” shall mean the Swedish company atNorth Holding AB which is the parent company of the atNorth Group.

“atNorth” shall mean the atNorth Group Company that has issued an order to supplier.

“atNorth Group” shall mean (i) atNorth Holding AB and (ii) any company in which atNorth Holding AB owns, directly or indirectly, more than 50% of the share capital and/or controls, directly or indirectly, more than 50% of the votes.

“atNorth Group Company” shall mean any company belonging to the atNorth Group.

### **1. THE PERFORMANCE OF THE ASSIGNMENT**

The object of this agreement is the delivery of services, documentation, details and other undertakings which may be regarded to constitute part of the supplier's commitments.

The supplier shall take the initiatives required to obtain requisite knowledge and understanding of the assignment and its performance. The supplier shall in this context observe applicable legal rules and atNorth's internal procedural, safety regulations and instructions.

atNorth provides only such equipment and such services as are explicitly specified in the agreement.

### **2. PERSONNEL**

The supplier shall ensure that the supplier's personnel possess the requisite competence for the performance of the assignment.

The supplier may replace an appointed key person or corresponding person only upon atNorth's prior written consent. The supplier may replace a person engaged in the assignment other than a key person or a corresponding person without atNorth's written consent, provided that the substitute possesses at least the same competence within the relevant area as the replaced person and that the assignment or part thereof is not adversely affected by the replacement.

The supplier shall, upon request, replace individual employees if they are found not to meet the quality requirements stipulated in the agreement or if atNorth is in any other respect dissatisfied with any personnel.

### **3. SUB-CONTRACTORS**

The supplier may engage subcontractors only upon atNorth prior written consent.

The supplier shall be liable for the acts of any subcontractor to the same extent as for its own.

### **4. DELAY OF DELIVERY AND PENALTY**

Delayed delivery is deemed to have occurred when delivery is made after the contracted time of delivery.

In case of delayed delivery caused by the supplier due to any circumstance attributable to the supplier, the supplier shall pay liquidated damages amounting to two (2) percent of the full contract sum for each commenced week of delay up to an amount of ten (10) percent of the full contract sum. atNorth is entitled to terminate the agreement entirely or partially with immediate effect and to demand compensation for actual damage when the maximum amount of liquidated damages has been reached.

atNorth is also entitled to terminate the agreement and demand compensation for actual damage if it seems plausible that the delivery will be delayed by more than five (5) weeks.

### **5. COMPENSATION**

Compensation to the supplier is payable according to the agreement. Prices and fees are to be fixed during the entire period of the assignment and exclusive of VAT which shall be specified separately.

The compensation to the supplier includes salary and payroll overhead, overtime compensation, travel and per diem costs, as well as taxes and governmental charges. Compensation for out-of-pocket costs and surcharges is not payable.

### **6. PAYMENT**

Payment shall be made upon delivery accepted by atNorth and against an invoice.

Upon invoicing, the supplier shall, except in cases where a fixed price has been quoted for the assignment, state in detail the purpose of the invoicing and the time spent, expressed in hours per day and employee, all of this itemized. Should atNorth so request the supplier shall submit to atNorth the internal time sheets of the employees concerned.

If the supplier's compensation is payable in the form of an hourly fee on current account, the supplier shall be entitled to invoice once a month in arrears.

In the event of any dispute concerning an invoiced amount, atNorth shall be entitled to withhold the disputed amount until the parties have reached an agreement. If the supplier's claim is found to have been justified, atNorth shall pay the amount plus default interest corresponding to the discount rate of the Swedish Riksbank (Central Bank) applicable at the time, with the addition of eight (8) percent.

Payment shall be made thirty (30) days after the later of the day the invoice is received and the day delivery is accepted.

If partial payments have been agreed on, these are to be regarded as advance payments until the full assignment has been performed.

The reference on the invoice shall always be a cost center and name of the orderer or department that has issued the order/purchase. The invoice shall clearly show what object the invoice refers to and the applicable price. The suppliers VAT number must be specified on the invoice.

The supplier is not entitled to charge invoicing, administration or dispatching charges or similar charges.

### **7. MODIFICATIONS OF THE ASSIGNMENT**

atNorth shall be entitled to request modifications of the assignment. Such a request shall be sent to the supplier in writing. The supplier shall forthwith answer atNorth in writing whether the requested modification can be effected and what consequences the amendment requested by atNorth will have.

## 8. WARRANTY

The supplier warrants that the assignment will be performed with the greatest possible care and in a professional manner. Upon atNorth's request, the supplier shall, without delay and at the supplier's own risk and expense, remedy original defects or deficiencies which have been found after accepted delivery. This warranty shall apply for one (1) year from the day on which atNorth accepted delivery. This commitment shall not apply to defects or deficiencies caused by modifications and additions made by atNorth without the supplier's consent.

If the supplier does not within a reasonable time after request perform its undertakings, atNorth is entitled to, by itself or by use of a third party, perform them at the cost of the supplier.

atNorth is entitled to claim a reduction of the purchase price corresponding to the defect or the deficiency, or to cancel the agreement.

AtNorth is, in addition to what is stated above, entitled to claim compensation for actual damage incurred.

## 9. OBLIGATION TO NOTIFY

The supplier shall without delay notify atNorth in writing if it appears likely that either of the events set forth below may occur or has already occurred.

- a Delayed delivery
- b Any material changes in the supplier's ownership structure or of that part of the supplier's business which is performing the assignment for atNorth
- c Infringement of any third-party rights
- d The supplier has become insolvent or a petition for the bankruptcy of the supplier has been submitted
- e The occurrence of a circumstance according to Clause 16.

This obligation to notify does not entail any discharge from liability or the right to deviate from other terms specified in this document.

## 10. TERMINATION

atNorth is entitled to terminate a concluded agreement with immediate effect, except with respect to already completed parts of the assignment, in which case the supplier is entitled to compensation for work performed.

The supplier is entitled to compensation for substantiated and necessary costs pertaining to the discontinuation of the agreement, by a maximum of ten (10) percent of the contract sum that refers to the parts of the agreement not yet performed.

Upon notice of termination, the supplier shall immediately report on and hand over completed work and work results to atNorth, to which the rights according to Clause 13 shall immediately apply.

## 11. CANCELLATION OF THE AGREEMENT

atNorth is entitled, in addition to what is set forth in Clause 4, to immediately cancel the agreement if the supplier has materially violated any provision in the agreement, has become insolvent or mismanaged the assignment.

In case of cancellation, the supplier shall immediately repay any advances plus interest and hand over completed work and work results to atNorth, to which the rights according to Clause 13 shall immediately apply.

Upon cancellation the supplier shall compensate atNorth for any loss or damage incurred by atNorth due to the cancellation.

## 12. LIABILITY AND INSURANCE

The supplier shall be liable for any loss or damage caused atNorth or a third party by the supplier in the performance of the assignment, as well as for pecuniary loss caused atNorth by the supplier through its gross negligence or intentional misconduct in the performance of the assignment.

The supplier shall, to cover its commitments under the agreement, have obtained requisite liability insurance in a satisfactory amount. The insurance shall also include coverage of property kept by the supplier in which atNorth holds an interest. Upon request, the supplier shall provide atNorth with a copy of the insurance policy.

## 13. RIGHTS/ INFRINGEMENT ACTION

Supplier may only use the intellectual property rights owned by or licensed to atNorth and atNorth Group Companies for the supply of services to atNorth and atNorth Group Companies and may not use such intellectual property rights for the supply of services to any other party.

atNorth is granted full title and right of disposal to all results emanating from the agreement, consisting of physical as well as intellectual property. This includes also the right to any method of achieving results within the scope of the assignment. atNorth is thereby granted unrestricted and exclusive right to change, duplicate and transfer the result obtained.

Supplier, for good and valuable consideration, the sufficiency and receipt of which is recognized, hereby grants atNorth, at no additional cost beyond that expressly agreed to in writing by the parties under the agreement as remuneration for the performance of the services, a worldwide, perpetual, paid-up and non-exclusive license to use and reproduce and have used and reproduce the intellectual property rights and know-how owned or licensed by supplier and which are not covered by the transfer in the paragraph above, provided that such intellectual property rights and know-how are required for atNorth's use of the results of the services.

The supplier warrants that every product of the assignment or part thereof or that constitutes a method for the achievement of its result, has been produced exclusively for atNorth and that no part thereof constitutes, by possession, use, licensing to a third party or assignment, infringement of any right of any third party.

The supplier shall keep atNorth indemnified in each case of infringement claims brought by a third party.

If infringement is deemed to exist or if it is probable, in the supplier's opinion, that an infringement exists, the supplier shall at its own expense either secure for atNorth account the right to continue using the result or any method for the achieving of such result, or replace it with something equivalent, the use of which does not constitute an infringement. This provision shall apply also after the date on which the agreement ceased to have effect.

## 14. INSPECTION RIGHTS

By giving notice of ten working days ahead, atNorth shall be entitled to request at any time the right to inspect the supplier's business as far as the assignment is concerned. The supplier shall, in case of such a request, actively contribute to providing the information asked for.

## 15. CONFIDENTIALITY

Neither party is permitted, without the other party's written approval, to disclose information in any manner concerning the other party's internal conditions, except as required for the execution of the assignment. Each party shall ensure, through confidentiality undertaking by its employees or by means of other suitable measures, that confidentiality is observed. The obligation of confidentiality does not apply to information which a party can show to have become known to that party in some other manner than through the assignment, or which is publicly known. The obligation of confidentiality applies even if the agreement has otherwise ceased to apply.

Notwithstanding the provisions of this Clause, the supplier grants atNorth the right to share all information obtained from the supplier with its alliance partner(s) at any time existing, in order to develop joint bids and proposals, if any, provided that the recipient of the information undertakes to be bound by the confidentiality obligations of this Clause.

## 16. FORCE MAJEURE

If a party is prevented from performing this agreement due to circumstances beyond its control and which it cannot reasonably be expected to have taken into account in connection with the conclusion of the agreement and the consequences of which it cannot reasonably have avoided or overcome, that party shall be relieved from liability and from liquidated damages or other penalty, and the time of performance shall be postponed. If the performance of the agreement is prevented to a significant extent for a longer period of time than three (3) months because of any of the circumstances referred to above, either party shall, without liability for compensation, be entitled to cancel the agreement fully or partially, in writing.

## 17. EXTERNAL INFORMATION

Advertising, articles in media, press releases or other information addressed to any third party and displaying atNorth trade name, in full or abbreviated, or logotype, shall require atNorth prior written approval.

## 18. AMENDMENTS AND ADDITIONS

Amendments and additions to the agreement shall, in order to be effective, be in writing and signed by the parties.

## 19. CODE OF CONDUCT

The supplier shall comply with the at all times latest version of atNorth's code of conduct.

## 20. NO PARTNERSHIP

Nothing in the agreement or any of the transactions, obligations or relationships contemplated hereby shall constitute either supplier or atNorth as the agent, employee or legal representative for the other of any purpose whatsoever, nor shall supplier or atNorth hold itself out as such. The agreement does not create and shall not be deemed to create a partnership, joint venture associates or principal-and-agent between supplier and atNorth hereto and save as expressly provided in the agreement, neither supplier nor atNorth shall enter into or have authority to enter into any engagement or make any representations or warranty on behalf of or pledge the credit of or otherwise bind or oblige the other party hereto.

## 21. WAIVER

No waiver by either party of any breach of the agreement shall be considered a waiver of any subsequent breach of the same or any other provision. Notwithstanding the generality of the foregoing, any failure by atNorth to answer a question or communication from supplier about a delayed delivery shall not affect atNorth's rights to impose a sanction in accordance with the agreement.

## 22. SEVERABILITY

In the event that any provision of the agreement should become invalid due to e.g. legislation, only said provision shall be considered invalid while the remaining provisions shall remain in force. The parties shall in such case immediately conclude a new agreement that replaces the invalid provision and as far as is possible ensures through its content an equivalent result.

## 23. ASSIGNMENT OF THE AGREEMENT

Neither party may, without the other party's written consent, assign its rights or liabilities under the agreement concluded.

atNorth shall however be entitled to assign its rights to another company within the atNorth Group, as the Group may be constituted from time to time.

## 24. DISPUTES AND GOVERNING LAW

Any and all disputes, claims or actions arising out of or related to the agreement or directly or indirectly to the commercial relationship between atNorth and supplier, whether arising in contract, tort, or other legal theory shall be governed by and construed in accordance with Swedish substantive law, unless atNorth has its principal place of business in Iceland, Finland, Denmark, Norway or Spain. In such case the agreement shall be governed and construed in accordance with the substantive laws of that country. Irrespective of which substantive law that shall apply, such law shall exclude its conflict of laws principles providing for the application of the laws of any other jurisdiction.

The parties shall make every effort to settle by amicable negotiations any difference which may occur between them in connection with this agreement. If the parties fail to reach such an amicable settlement, either party may refer such differences to arbitration as provided below.

All disputes, differences or questions between the parties with respect to any matter arising out of or relating to this agreement shall be finally settled by arbitration in accordance with the rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm, Sweden.

If, in accordance with the above the agreement shall be governed by Icelandic law, then any dispute, controversy, or claim arising out of, or in relation to, this agreement, including the validity, invalidity, breach or termination thereof, shall be resolved by arbitration in accordance with the Arbitration Rules of the Nordic Arbitration Centre of the Iceland Chamber of Commerce in force on the date on which the arbitration is commenced. The seat of arbitration shall be Reykjavik, Iceland.

If, in accordance with the above the agreement shall be governed by Finnish law, then any dispute, controversy or claim arising out of or relating to this agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The seat of arbitration shall be Helsinki, Finland.

If, in accordance with the above the agreement shall be governed by Danish law, then any dispute arising out of or in connection with this agreement, including any disputes regarding its existence, validity or termination, shall be finally settled by arbitration administered by the Danish Institute of Arbitration in accordance with the Rules of Arbitration adopted by the Board of the Danish Institute of Arbitration. The seat of arbitration shall be Copenhagen, Denmark.

If, in accordance with the above the agreement shall be governed by Norwegian law, then any dispute, controversy or claim arising out of or in connection with this agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of the Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce in force at any time. The seat of arbitration shall be Oslo, Norway.

If, in accordance with the above the agreement shall be governed by Spanish law, any dispute arising from this agreement or which relates to it, including any question relating to its existence, validity, interpretation, performance or termination, shall be subject to the decision of one arbitrator, with the administration of the arbitration to be referred to the Madrid International Arbitration Center – Ibero-American Arbitration Center (CIAM-CIAR), in accordance with its Rules in force at the date when the request for arbitration is filed. The arbitration shall be in law. The place of arbitration shall be Madrid, Spain.

The language to be used in the arbitral proceedings shall be English, unless both parties are domiciled in the same country in which case that country's language shall be used.

All awards may if necessary be enforced by any court having jurisdiction in the same manner as a judgment in such court.

The parties undertake and agree that all arbitral proceedings conducted under this Clause 22 shall be kept confidential, and all information, documentation, materials in whatever form disclosed in the course of such arbitral proceeding shall be used solely for the purpose of those proceedings.