



General Terms and Conditions

These General Terms and Conditions, as well as any special terms and conditions ("Special Terms") attached hereto, shall apply to projects and assignments performed by RISE Research Institutes of Sweden AB – and/or any of its subsidiaries – (hereinafter "RISE"), for the Customer. RISE and Customer are below also individually referred to as a "Party" and jointly as the "Parties."

1 Scope and execution of the Assignment

1.1 RISE shall execute the project or the assignment (both hereinafter referred to as the "Assignment"), as specified in the applicable quotation, these General Terms and Conditions and, if applicable, the Special Terms.

1.2 RISE may engage subcontractors/suppliers. RISE is responsible for the performance of such subcontractors/suppliers as for its own performance.

1.3 RISE shall adhere to the time schedule agreed upon. After contacting Customer, RISE has the right to extend the time of delivery in the event of a delay that was not attributable to RISE nor reasonably avoidable.

1.4 Customer shall at RISE request provide RISE with reasonable assistance in the execution of the Assignment. RISE shall not be responsible for any delay or obstacles due to Customer 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, or alterations of the Assignment requested by Customer shall entitle RISE, upon consultation with Customer, to adjust the agreed fee in relation to the altered scope of Assignment.

2 Material, technical documentation and transport

2.1 Experimental objects and material, equipment, technical documentation and other information, that Customer needs to provide to RISE to enable RISE to carry out the Assignment and which is clearly described in the quotation ("Assignment Materials") shall be submitted to RISE at least one week prior to the commencement of the Assignment unless otherwise agreed. Customer shall be responsible for the delivery of Assignment Materials to RISE, or to another location as agreed, and for return transport and/or recycling thereof unless otherwise agreed.

2.2 The ownership/responsibility for equipment and instruments, purchased for the execution of the Assignment and financed by Customer, during and after the Assignment, shall be subject to separate agreement between RISE and Customer.

3 Reporting and documentation

3.1 Reports to the Customer regarding the Assignment shall be provided to Customer in a manner agreed between RISE and Customer. Electronic reports shall be signed digitally.

3.2 RISE shall keep one copy of the reports and other relevant documents produced, during the preparation and execution of the Assignment and sent to Customer, on file for 3 years from the completion of the Assignment, unless otherwise specified in the Special Terms and/or applicable law or regulation.

4 Background

4.1 Ownership to information, data, materials (including Assignment Materials), other physical objects and know-how, whether or not it may be protected under intellectual property laws, regardless of its shape or form, owned or controlled by a Party or its affiliates and developed with no relation to the Assignment, which have been made available to the other Party under this Assignment ("Background"), shall not be affected by these General Terms.

4.2 During the term of the Assignment and for the purpose of carrying out the Assignment, subject to any third-party rights, each Party shall have a royalty-free, non-exclusive, non-transferable license to use the other Party's Background.

4.3 RISE shall always have the right in its future operations to use data that the Customer have made available to RISE under the Assignment, as Background or otherwise, provided that the Customer's confidential information is not disclosed and that such use is made with consideration of the applicable legislation on the processing of personal data.

5 Ownership rights and right to use

5.1 Materials, physical objects, know-how, methods, processes, data and other information resulting and/or generated from the execution of the Assignment, whether or not it may be protected under intellectual property laws, recorded in any form ("Results") which fall within the scope of the Assignment, as stated in the quotation, shall belong to Customer. Other Results shall belong to RISE.

5.2 Should Customer wish to file patent applications for Results developed by RISE and owned by Customer according to section 5.1, such applications shall name inventors employed by RISE.

5.3 No improvements, validation, adaptations, modifications, derivatives or upgrades made to Background ("Improvements") shall be regarded as Results. Improvements shall be exclusively owned by the Party introducing the Background to which the Improvement is made, unless otherwise expressly stipulated in applicable Special Terms or otherwise agreed between the Parties in writing.

5.4 RISE shall always have the right to use Results in future activities provided that Customer's confidential information is not revealed.

6 Referring to the Assignment and to RISE

6.1 Customer shall have the right to refer to the Assignment and Customer's Results and, in that context, to RISE, in a way that is not misleading or open to misinterpretation. Other use of RISE company name and/or trademarks is permitted only if agreed separately between the Parties.

7 Confidentiality

7.1 Information, indicated by a Party in writing as being confidential at the time of submission, shall be regarded as confidential information. The Parties undertake not to divulge such confidential information to any third party. This confidentiality undertaking shall apply during the Assignment and for 5 years thereafter.

7.2 The confidentiality undertaking in this section 7 shall not apply to information which (i) is or becomes public information, (ii) was known to the receiving Party at the time of disclosure, (iii) is received without confidentiality obligations from a third party, (iv) a Party has developed, or is developing, independently. Further, the undertaking in this section 7 shall not apply should a Party be obliged, by virtue of mandatory provisions of law or government decisions, to divulge such information.

8 Liability

8.1 Subject to the limitations below, RISE is liable for direct losses to Customer, caused by RISE gross negligence when performing the Assignment. Other than according to this section 8.1, RISE is not liable for Customer's use of Results.

8.2 RISE assumes no liability for indirect losses. RISE liability in relation to the Assignment is limited to the value of the Assignment, as quoted by RISE, however, in no case shall RISE liability exceed SEK 5 000 000 in the aggregate.

8.3 To be recoverable, any claims regarding the performance of the Assignment shall be notified in writing to RISE within two (2) months of the discovery of the damage or when it reasonably should have been discovered and no later than six (6) months after the final report of the Assignment has been submitted to the Customer.

8.4 Should Customer be subject to bankruptcy or imminent bankruptcy, RISE shall have the right to cancel the Assignment and any agreement related hereto with immediate effect.

9 Force majeure

9.1 RISE is exempt from liability and performance of the Assignment should such performance be prevented or become unduly burdensome as a result of circumstances beyond RISE control.

10 Remuneration

10.1 RISE remuneration consists of fees, fixed and/or variable, and cost coverage as set out in the quotation or if no quotation has been provided, RISE current pricelist, unless otherwise agreed in writing.

10.2 Expansions or limitations of the Assignment, adjustments of the time schedule following Customer request or Customer approval or due to Customer amending the conditions for the Assignment in a way that affects RISE work, shall entail a right for the Parties to discuss a revision of the agreed fees.

10.3 Any expenses incurred by RISE such as, for example, mileage costs, subsistence allowance, hotel and travel expenses and any other expenses, including taxes associated with import/export, shall be charged at cost.

10.4 VAT will be added to RISE fees.

11 Terms of payment

11.1 Unless otherwise agreed, payment shall be received by RISE no later than thirty (30) days from the date of invoice, after which RISE may charge interest on late payments, corresponding to the effective reference rate with the addition of 8 percentage points. Unless otherwise agreed, RISE is entitled to request cash on delivery or advance payment.

11.2 RISE is entitled to invoice current accrued costs.

11.3 RISE is entitled to retain Customer's Results or other property, including Assignment Materials and other materials and equipment owned by Customer, until Customer has fulfilled its payment obligations to RISE. This shall apply also if Customer is subject to bankruptcy or imminent bankruptcy.

12 Transfer of rights and obligations

12.1 A party may not assign its rights and/or obligations under this Assignment without the written consent of the other party. A party may not put another in its place without such consent. However, RISE always has the right, to assign its rights and/or obligations under this Assignment to another company within the RISE group, without any written consent from the Customer.

13 Miscellaneous

13.1 Certain services rendered by RISE can be subject to Special Terms. In order to be valid, these Special Terms shall be enclosed to and specified in the quotation. In case of a conflict between these General Terms and applicable Special Terms, the latter shall apply.

14 Governing Law and Dispute Resolution

14.1 Swedish law shall apply to these General Terms and applicable Special Terms. 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 Gothenburg unless otherwise agreed between the Parties. The arbitral proceedings, the existence thereof, and any award or verdict arising therefrom shall be kept confidential.