



BILFINGER INDUSTRIAL SERVICES

GENERAL SALES CONDITIONS FOR HIRE OF PERSONNEL (SWEDEN)

1 GENERAL PROVISIONS

1.1 Contract shall mean the agreement document or order confirmation, these General sales conditions for hire of personnel and any appendices, agreed amendments or variations to said documents. For call-offs under a frame agreement, the order/call-off forms the agreement document and each order/call-off constitutes a Contract.

Services shall mean the services to be performed by Contractor's personnel under Buyer's supervision and responsibility.

1.2 In the event of any conflict between the provisions of the Contract, the various contract documents shall be given priority in the following order:

- the agreement document or order confirmation
- these General sales conditions for hire of personnel
- any appendices in the order they are listed in the agreement document or in the order confirmation

1.3 Notices, claims, etc. which the Contract requires to be presented in writing, shall be sent by letter, fax or electronic mail to the other party's appointed representative.

1.4 These General sales conditions for hire of personnel shall be deemed accepted by Buyer upon receipt of the agreement document or order confirmation and at the latest upon mobilisation of Contractor's personnel.

1.5 Any exceptions Buyer may have to these General sales conditions for hire of personnel shall be presented in writing immediately after receipt thereof and no later than upon mobilisation of Contractor's personnel.

2 CONTRACTOR'S OBLIGATIONS

2.1 Contractor shall provide personnel with qualifications and experience as stated in the Contract. The Services to be performed by Contractor's personnel shall be performed under Buyer's supervision and responsibility, and Contractor has no liability for the performance of the Services or the result thereof.

2.2 Contractor may assign whole or parts of the Service to subcontractors. This does not exonerate Contractor from his obligations pursuant to the Contract.

2.3 Buyer shall not be deemed to be the employer of Contractor's personnel.

2.4 Subject to Buyer's payment of the compensation in accordance with the Contract, Contractor shall bear all costs related to its personnel, such as salary, social and welfare contributions, taxes, insurance as well as accommodation and transportation to and from the place of work.

2.5 Contractor shall not replace its personnel without Buyer's prior written consent. Such consent shall not be unreasonably withheld.

2.6 Contractor shall at his own expense replace personnel who conduct themselves in an improper manner or are unsuitable to perform the Services. Buyer loses his right to have the personnel replaced if the situation is not reported to Contractor without undue delay.

3 BUYER'S OBLIGATIONS

3.1 Buyer shall ensure that the Services can be performed in a safe manner. Contractor's personnel may suspend the performance of the Services in the event that the Services cannot be performed in a safe manner, and Contractor shall in such case notify Buyer thereof.

3.2 Buyer shall in due time obtain and maintain such approvals and permits as are necessary for the performance of the Services.

4 COMPENSATION

4.1 Unless otherwise agreed, Contractor shall be compensated on a monthly basis in accordance with the Contract.

4.2 If it is agreed that Contractor shall provide goods in connection with the performance of the Service, and no agreement has been made with regards to prices or specific mark-up, the goods shall be invoiced in accordance with the list price from third party vendors plus a mark-up of 12,5%.

4.3 All prices in the Contract are exclusive of VAT.

4.4 If new laws and regulations are adopted and/or the way public authorities apply existing laws and regulations are changed which affect the Contract, Buyer and Contractor shall make necessary adjustments in Contractor's compensation to reflect such changes. This includes new and/or increased taxes, duties and other costs which could not have been foreseen when the Contract was entered into.

5 INVOICING AND PAYMENT

5.1 The invoices shall indicate what the invoiced amount relates to, and refer to the contract number and/or other agreed references.

5.2 Buyer shall within 30 days from invoicing date pay the amount due to Contractor according to the invoice.

5.3 If Buyer is late in making payments, Buyer shall pay interest in accordance with the Swedish Interest Act (1975:635) calculated from the due date for payment of the invoice. Contractor is entitled to suspend the performance of the Services and demobilise its personnel until payment is made.

5.4 Contractor may require that Buyer makes payments in advance and/or provides a bank guarantee as security for fulfilment of its payment obligations under the Contract.

6 CANCELLATION

6.1 Buyer may cancel the Contract as set forth herein or otherwise by giving 30 days written notice to Contractor.

6.2 Upon cancellation Buyer shall pay the unpaid balance due to Contractor, and cover expenses and direct losses incurred by Contractor as a result of the cancellation.

7 INSURANCE

7.1 Contractor shall procure and maintain insurance for its personnel.

7.2 Buyer shall ensure that Buyer's personnel and property are properly insured.

7.3 Whenever requested by a party, the other party shall provide insurance certificates documenting that the insurance conditions stated herein are fulfilled.

8 INDEMNIFICATION, LIABILITY AND LIMITATIONS

8.1 The parties shall indemnify each other from and against any claim concerning bodily injury or loss of life among its personnel and from and against loss of or damage to its property, which might arise in connection with the performance of the Services.

8.2 The parties shall indemnify each other from and against its own indirect losses. Indirect losses include but are not limited to loss of earnings, loss of profit, loss due to pollution and loss of production.

8.3 Each party is entitled to terminate the Contract in case of substantial breach of the Contract by the other party or in case the other party becomes insolvent or stops paying its creditors.



- 8.4** Contractor's total liability under the Contract, regardless of whether the Contract is terminated or not, shall be limited to 25 % of the total compensation payable to Contractor under the Contract. In case the term of the Contract exceeds one year Contractor's total liability per year shall be limited to 25 % of the total compensation payable to Contractor for the relevant year.
- 8.5** Buyer's sole remedies in case of Contractor's breach of the Contract are limited to those remedies set out in these General sales conditions for hire of personnel.

9 PROPRIETARY RIGHTS

- 9.1** Title to the results of the Services shall pass to Buyer progressively as the Services are performed. All reports, drawings, specifications and computer programs prepared in connection with the performance of the Services constitute part of the results of the Services.
- 9.2** This provision does not give Buyer proprietary rights to Contractor's designs, technology, know-how, patents, etc. developed independently of the performance of the Services. Buyer shall be granted a royalty-free and non-exclusive right of use to the extent necessary for Buyer's use of the results of the Services.
- 9.3** To the extent the Contract gives Buyer ownership to an invention made in connection with the performance of the Services, Buyer shall indemnify Contractor from and against any claim concerning the inventor's compensation in accordance with the Swedish Act (1949:345) on the Right to Employee's Inventions, applicable collective agreement or corresponding applicable law or regulation in Sweden or abroad. If Contractor receives a claim for compensation that Buyer under this Article is obligated to indemnify him from, Contractor shall without undue delay notify Buyer thereof, and the parties shall give each other information and other assistance needed for handling the claim.

10 CONFIDENTIALITY

- 10.1** All information exchanged or otherwise transferred between the parties shall be treated as confidential and shall not be disclosed to any third party without the written consent of the other party.
- 10.2** A party may nevertheless make such information available to third parties provided that the information was already known to that party at the time the information was received, or that the information is or becomes part of public domain other than through a fault of either of the parties, or is rightfully received from a third party without an obligation of confidentiality or disclosure of confidential information is necessary due to applicable laws and regulations.

11 ASSIGNMENT OF THE CONTRACT

- 11.1** Neither of the parties may assign its rights and obligations pursuant to the Contract without the other party's prior written consent. Such consent shall not be unreasonably withheld.

12 APPLICABLE LAW AND LEGAL VENUE

- 12.1** The Contract shall be governed by Swedish law.
- 12.2** Disputes arising between the parties in connection with the Contract, and which are not resolved by mutual agreement, shall be settled by court proceedings. In case of court proceedings both parties agree to have litigation brought before Contractor's legal domicile.