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1. DEFINITIONS

- 1.1 “*Agreed Specifications*” means the specifications, requirements and conditions concerning quantity, quality etc. that shall apply to each Delivery Undertaking under the Agreement.
- 1.2 The “*Agreement*” means the agreement, including its appendices, entered into by Swedavia and the Concessionaire to which Swedavia’s general terms and conditions (GTC) are an appendix.
- 1.3 “*Documentation*” means all necessary and relevant documentation related to the performance of the concession under the Agreement. Unless otherwise specifically agreed, such Documentation shall always be included in the Concessionaire’s undertaking, be fit for purpose, complete and correct, be delivered in a suitable format (paper and/or electronically/via the Internet), and be in a language acceptable to Swedavia (Swedish or English) that is otherwise used for the Agreement.
- 1.4 “*Loss*” means any cost, expense, claim, compensation, order, levy and any other loss, damage, obligation and legal action or claim of any kind, including reasonable legal fees and other litigation costs. Loss also includes personal injury, property damage and damage caused by products.
- 1.5 “*Concessionaire*” means Swedavia’s counterparty to the Agreement.
- 1.6 “*Confidential Information*” means any information of a technical, commercial or other nature concerning a party or its business that the other party receives under the Agreement, whether disclosed in writing, orally or otherwise and whether or not marked as confidential.
- 1.7 Depending on what is specified in the Agreement, “*Delivery Undertaking*” means the assignment, work, service, performance or other delivery undertaking of any kind that the Concessionaire has undertaken to perform, deliver or provide under the Agreement.
- 1.8 “*LUK*” means the Swedish Act (2016:1147) on Procurement of Concessions.
- 1.9 “*Swedavia*” means Swedavia AB (publ) (corporate identity no. 556797-0818) or the subsidiary of Swedavia that has entered into the Agreement.
- 1.10 “*Subcontractor*” means an operator engaged by the Concessionaire to perform the service concession under the Agreement.

2. APPLICABILITY OF TERMS AND CONDITIONS

- 2.1 Swedavia’s GTC for service concessions apply as a supplement to, and form an integral part of, the Agreement. If the Agreement contains or refers to other general terms and conditions whose content or purpose is similar to that of Swedavia’s GTC for service concessions, Swedavia’s GTC for service concessions shall prevail unless otherwise expressly stipulated in the Agreement.
- 2.2 In the event of any conflict between the contractual documents, they shall take precedence in the following order:
 - 1) Amendments and additions to the Agreement
 - 2) The Agreement, including its appendices
 - 3) Swedavia’s GTC for service concessions

3. REMUNERATION

- 3.1 Remuneration to Swedavia consists of a concession fee as set forth in the Agreement.
- 3.2 Swedavia entrusts the Concessionaire with the provision and management of the services specified in the Agreement. The Concessionaire’s remuneration consists of the right to exploit the services and charge users under the Agreement and, only if expressly provided for in the Agreement, payment from Swedavia.
- 3.3 The Concessionaire bears the operating risk specified in the Agreement and is not guaranteed, under normal operating conditions, to recoup its investments and costs. Ordinary fluctuations in demand or reduced profitability do not in themselves entitle the Concessionaire to a reduction of the concession fee or any other compensation from Swedavia.

4. PAYMENT AND INVOICING

- 4.1 The Concessionaire shall make payment to Swedavia against invoice in accordance with the Agreement, in the currency specified in the Agreement. Invoicing shall be monthly in arrears.
- 4.2 Terms of payment are 30 days from the invoice date.
- 4.3 The Concessionaire shall, within the time limits and in accordance with the instructions specified in the Agreement, provide complete and accurate supporting information for the calculation and invoicing of the concession fee. Where the fee is wholly or partly based on turnover, the supporting information shall show the turnover on which the fee is based and be verifiable against relevant sales and accounting records.
- 4.4 In the event of late payment, Swedavia is entitled to charge statutory default interest from the day after the due date.
- 4.5 The Concessionaire shall be able to receive electronic invoices from Swedavia and shall provide invoicing and accounting information electronically in accordance with Swedavia’s instructions. Any remuneration from Swedavia to the Concessionaire, and the invoicing of such remuneration, shall be separately regulated in the Agreement.

5. GENERAL WARRANTIES ETC.

- 5.1 In addition to any warranties and other undertakings under the Agreement, the Concessionaire warrants the following:
 - (a) that the Concessionaire has full authority and holds all licences, approvals and permits required to perform its obligations under the Agreement and that, by entering into the Agreement, the Concessionaire does not breach any other undertakings or obligations it may have towards a third party;
 - (b) that the Concessionaire possesses, and will take all necessary measures to maintain throughout the term of the Agreement, the competence, understanding and experience required to perform all its obligations under the Agreement duly and on time;
 - (c) that the Concessionaire shall perform its obligations in a manner that Swedavia has reason to expect, with the greatest care and quality, professionally and in a workmanlike manner, observing good industry practice, applicable law and regulations and applicable standards, and meeting the Agreed Specifications and service levels; and
 - (d) that the Concessionaire shall use suitable and appropriate resources to perform its obligations and shall maintain an organisation and preparedness with suitable, qualified and competent personnel with adequate training, experience and qualifications.
- 5.2 The Concessionaire shall perform all its obligations under the Agreement in close consultation with Swedavia and shall, if Swedavia so requests, appoint a contact person with overall responsibility for the Concessionaire’s undertakings under the Agreement.

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- 5.3 At Swedavia's reasonable request, the Concessionaire shall provide adequate security for the proper performance of its obligations under the Agreement in the form of a bank guarantee or other security acceptable to Swedavia.
- 5.4 The Concessionaire shall promptly remedy, at its own expense, any deficiency in the performance of its obligations under the Agreement. Remedial action shall be completed within the agreed cure periods or, if no such period has been agreed, within a reasonable time having regard to the nature of the deficiency and its significance for the operations. The Concessionaire shall immediately notify Swedavia of any delayed commencement of operations, operational interruption or other material deficiency, and of any remedial measures planned or taken.
- 5.5 If, following a written request, the Concessionaire fails to remedy a deficiency within the applicable cure period, Swedavia may remedy the deficiency itself or through another party at the Concessionaire's expense. If immediate action is needed to avert danger to persons or property or a material interruption of airport operations, Swedavia may take the necessary measures without awaiting expiry of the cure period and shall notify the Concessionaire as soon as possible. Liability for costs applies to the extent that the Concessionaire is responsible for the deficiency. These provisions do not affect Section 7 or Swedavia's right to any agreed contractual penalty, damages under Section 6 or termination for cause under Section 8.
- 6. LIABILITY AND INSURANCE**
- 6.1 Unless otherwise expressly stated in the Agreement, the Concessionaire is liable for all Loss caused to Swedavia intentionally or negligently by the Concessionaire, its personnel or any subcontractor. However, if the Concessionaire is subject to strict liability by law or other statutory provision, such liability shall apply.
- 6.2 Neither party shall be liable for loss of profit or other indirect losses.
- 6.3 Notwithstanding anything stated in the Agreement, no limitation of liability shall apply (i) to the Concessionaire's liability under Section 14 below; (ii) to the Concessionaire's liability for breach of confidentiality or other obligations under Section 13 below; (iii) in the event of gross negligence or wilful misconduct; or (iv) in the event of death or personal injury caused by the negligence or wilful misconduct of a party or anyone for whom that party is responsible.
- 6.4 Compensation payable by the Concessionaire under this Section 6 shall be paid in full, without deduction of any contractual penalty for which the Concessionaire may be liable under the Agreement. However, the offset rule set out in Section 13.4 applies to the contractual penalty under that Section.
- 6.5 The Concessionaire shall maintain the necessary liability insurance for its obligations under the Agreement with adequate coverage. Unless otherwise specified in the Agreement, coverage with an insurance limit of at least ten (10) million Swedish kronor for each loss occurrence shall be considered adequate. The insurance shall include coverage for property in the Concessionaire's care or custody in which Swedavia has an interest.
- 6.6 During the term of the Agreement, the Concessionaire shall maintain customary business and property insurance for its own operations and for its own furnishings, fixtures, equipment and installations within the concession. Responsibility for insuring the building and the real property shall be regulated in the Agreement or in a separate agreement for the use of premises. This Section does not require the Concessionaire to insure the entire real property in which the premises made available are located.
- 6.7 Upon request, the Concessionaire shall provide Swedavia with a copy of the applicable insurance policy and proof that the insurance premium has been paid. If Swedavia incurs Loss for which the Concessionaire may receive insurance indemnity, the Concessionaire shall use its best efforts to obtain that indemnity and immediately remit it to Swedavia.
- 6.8 In the event of damage, the Concessionaire shall contact its insurance company or otherwise settle the damage claim.
- 6.9 In the event of damage, each party shall take such measures as may reasonably be required to mitigate the damage.
- 7. FORCE MAJEURE**
- 7.1 A party shall be relieved of its obligations under this Agreement if performance is prevented by a circumstance beyond its control which the party could not reasonably have foreseen when entering into the Agreement and whose consequences the party could not reasonably have avoided or overcome. Such grounds for exemption shall consist only of general strikes and other general labour disputes, war, general civil unrest, sabotage, acts of terrorism and other actions aimed at the overthrow of society, earthquakes and similar earth movements, and government measures that prevent performance of the Agreement. However, circumstances beyond a party's control shall not include a strike, lockout or other labour dispute resulting from the party's failure to comply with generally accepted applicable rules and principles in the labour market. The party shall demonstrate that such a dispute is not attributable to it. For the avoidance of doubt, the parties also expressly agree that a party may never invoke, as grounds for exemption, a circumstance attributable to or arising from that party's breach of the Agreement.
- 7.2 A party intending to invoke a circumstance described above shall immediately notify the other party in writing. If a party fails to notify the other party under this Section, it forfeits its right to invoke force majeure.
- 7.3 As soon as the circumstance invoked has ceased, the party shall notify the other party and immediately resume performance to the agreed extent. If force majeure lasts longer than 90 days, Swedavia is entitled to terminate the Agreement with immediate effect.
- 8. TERMINATION FOR CAUSE AND CONVENIENCE ETC.**
- 8.1 Termination for cause. Either party may terminate the Agreement wholly or partly with immediate effect if the other party materially breaches its obligations under the Agreement and fails to remedy the breach within thirty (30) days after a written request from the first party. Such a request shall include a reminder that termination for cause is being considered if the breach is not remedied.
- 8.2 Swedavia is entitled to terminate the Agreement for cause wholly or partly with immediate effect if the Concessionaire:
- (a) is declared bankrupt, enters into liquidation, is placed under compulsory administration, enters into an arrangement with creditors, suspends payments until further notice or is prohibited from trading,
 - (b) is subject to a petition for bankruptcy, compulsory liquidation, compulsory administration, an arrangement with creditors or a similar procedure,
 - (c) is convicted by a final judgment of an offence concerning its professional conduct or is guilty of grave professional misconduct,
 - (d) has failed to fulfil its obligations relating to social security contributions or taxes, or
 - (e) before or when entering into the Agreement, has provided incorrect information or failed to provide information about the Concessionaire that is of material importance to the conclusion of the Agreement.
- 8.3 Termination for convenience. Swedavia is entitled at any time to terminate the Agreement wholly or partly without specific grounds by giving thirty (30) days' notice. In the event of such termination, Swedavia's only obligation, where relevant, shall be to pay the Concessionaire reasonable compensation for substantiated necessary direct costs arising from the termination.
- 8.4 Swedavia is entitled to terminate the Agreement by giving thirty (30) days' notice if any of the grounds set out in Chapter 14, Section 17 of LUK applies.
- 8.5 General provisions applicable in the event of termination for cause or convenience. In addition to the other provisions of this Section 8, the following shall apply upon termination of the Agreement or any part thereof:
- (a) Remuneration. The Concessionaire shall without delay submit to Swedavia an account for determining the final turnover-based fee and pay that fee and any outstanding concession fee up to the date on which the Agreement ends.
 - (b) Survival. Provisions of the Agreement which by their nature are intended to apply after the Agreement has ended, such as confidentiality obligations and provisions on intellectual property rights, shall survive expiry or termination of the Agreement.
 - (c) In the event of early termination of the Agreement under this Section 8, Swedavia is entitled, but not obliged, to take over the furnishings, fixtures, equipment and remaining stocks belonging to the business at the lower of market value and book value. In the event of such early termination, this provision applies instead of the valuation and takeover provision in Section 19.2.
 - (d) In the event of termination for cause due to a material breach of contract, Swedavia is entitled to compensation for the damage it suffers as a result of the early termination of the Agreement.

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9. PERSONNEL

- 9.1 The Concessionaire may replace any contact person(s), key personnel or equivalent appointed under the Agreement with other personnel only with Swedavia's written consent. Personnel other than such contact persons, key personnel or equivalent may be replaced without Swedavia's written consent, provided that the Agreement and its performance (or any part thereof) are not adversely affected by the replacement.
- 9.2 At Swedavia's request and without entitlement to compensation, the Concessionaire shall replace individual personnel who are not considered to meet the agreed quality or competence requirements.

10. SUBCONTRACTORS

- 10.1 Unless otherwise stated in the Agreement, the Concessionaire may not engage a subcontractor to perform the Agreement or any part thereof, nor may a subcontractor in turn engage a subcontractor, without Swedavia's prior written consent. This also applies to the replacement or addition of a subcontractor during the term of the Agreement. The Concessionaire is fully responsible for its subcontractors (including any subcontractor engaged in turn by a subcontractor) as for its own operations and personnel.
- 10.2 For services to be provided at a facility under Swedavia's direct supervision, the Concessionaire shall, before performance commences, provide the names and contact details of the subcontractors engaged and the names of their legal representatives. The Concessionaire shall notify Swedavia without delay of any changes to this information during the term of the Agreement. This requirement does not apply to subcontractors that solely supply goods. The requirement for Swedavia's prior approval under Section 10.1 applies in addition.

11. PROCESSING OF PERSONAL DATA

- 11.1 If, under the Agreement, the Concessionaire processes personal data on behalf of Swedavia or its subsidiaries as a processor, the parties shall enter into a data processing agreement (DPA) in accordance with the General Data Protection Regulation (GDPR). Swedavia's DPA is available here: [Procurement | About Swedavia](#).
- 11.2 Swedavia is the controller of personal data processed in connection with the administration and performance of the Agreement. Processing is carried out in part to fulfil Swedavia's legal obligations under, among other legislation, the Swedish Bookkeeping Act (Article 6(1)(c) GDPR), which means that invoices and related information are retained for up to seven (7) years.
- Swedavia also processes contact details (name, e-mail address and telephone number) for ongoing communication and administration of the contractual relationship on the basis of a legitimate interest (Article 6(1)(f) GDPR). Processing continues for as long as the information is current and the contractual relationship continues.

Further information about Swedavia's processing of personal data is available here: www.swedavia.se/om-swedavia/integritetspolicy/

- 11.3 To the extent that the Concessionaire independently determines the purposes and means of processing personal data in its own operations, for example in managing its own customers, the Concessionaire is responsible for that processing and for compliance with applicable data protection rules. Such processing is not covered by a data processing agreement with Swedavia.

12. SECURITY REGULATIONS

- 12.1 Swedavia's airports are protected objects.
- 12.2 With reference to the Swedish Protection Act (2010:305), only personnel approved following a records check may enter security-classified areas at each airport.
- 12.3 The Concessionaire's personnel shall be informed that Swedavia is a protected object and that there is information which, for security reasons, must not become known to the general public.
- 12.4 The Concessionaire, personnel engaged by the Concessionaire and subcontractors shall comply with the security instructions applicable at Swedavia.

13. CONFIDENTIALITY

- 13.1 Under the Agreement, either party may share or disclose Confidential Information to the other. In each case, the party disclosing Confidential Information is referred to as the "Disclosing Party" and the party receiving it as the "Receiving Party", irrespective of whether that party is a disclosing party in other contexts or at other times.

The Receiving Party undertakes to:

- i. treat Confidential Information as strictly confidential and not disclose it to any third party except as permitted under this Section 13,
- ii. use Confidential Information only for the implementation and monitoring of the Agreement and the protection of its rights under the Agreement,
- iii. protect Confidential Information received from the Disclosing Party with at least the same degree of care as it uses to protect its own confidential information of a corresponding nature.

The Receiving Party undertakes to make Confidential Information available only to those of its employees and/or contractors who need to know the information for the purposes set out in this Section 13. The Receiving Party shall, through a confidentiality undertaking or other appropriate means, ensure that the employee and/or contractor observes confidentiality in accordance with this Section 13. Upon request and without unreasonable delay, the Receiving Party shall be able to demonstrate that such a confidentiality obligation exists.

The Receiving Party's undertaking does not apply to information which:

- i. has become publicly known other than through a breach of the Agreement,
- ii. was already known to the Receiving Party before it received the information from the Disclosing Party,
- iii. the Receiving Party received after the signing of the Agreement from a third party without a confidentiality requirement,
- iv. the Receiving Party developed independently without using Confidential Information,
- v. the Receiving Party is required to disclose by law or a decision of a public authority.

- 13.2 All information received by the Receiving Party from the Disclosing Party in connection with the Agreement remains the property of the Disclosing Party, except for rights expressly transferred under the Agreement.

Upon expiry or termination of the Agreement, or earlier at the Disclosing Party's request, the Receiving Party shall return or destroy documents or other information media containing Confidential Information.

The Receiving Party may, however, retain Confidential Information to the extent and for as long as necessary to fulfil legal obligations, assert or defend legal claims relating to the Agreement or exercise rights expressly granted under the Agreement. Swedavia is also entitled, without any time limit, to retain and, to the extent and for the purposes permitted under the Agreement, use Documentation received under Sections 14 and 19 and reports relating to examination and audit under Section 17, whether or not such Documentation or reports contain Confidential Information. Retained information remains subject to confidentiality under this Section 13 for the period specified in Section 13.3.

- 13.3 The obligations under this Section 13 apply throughout the term of the Agreement and for a period of five (5) years thereafter.

- 13.4 The Concessionaire shall pay Swedavia a contractual penalty of SEK 50,000 for each breach of confidentiality caused by the Concessionaire in connection with this Agreement. In addition, Swedavia is entitled to claim damages for damage caused by the Concessionaire's breach of its confidentiality undertaking under this Section 13 to the extent that the damage exceeds the penalty amount. The contractual penalty under this provision applies only to the Concessionaire. Swedavia shall not pay any contractual penalty for breach of its confidentiality undertaking under this Section 13.

- 13.5 For the purposes set out in Section 13.1 and for verification of the concession fee and handover of the concession business under the Agreement, Swedavia may disclose Confidential Information to relevant group companies, advisers and auditors who need the information for those purposes. Confidential Information may also be disclosed to an incoming concessionaire or another operator that is to take over the business, but only to the extent necessary for the handover and continued operations under the Agreement. Before disclosure, Swedavia shall ensure that the recipients are subject to confidentiality undertakings or statutory duties of confidentiality providing equivalent protection for the information and restricting its use to the specified purposes. The confidentiality undertaking does not restrict the Concessionaire's information and documentation obligations or Swedavia's rights of examination and verification under the Agreement. Confidential Information received by Swedavia under Sections 14, 17 and 19 may also be disclosed under this Section 13.5.

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14. RIGHTS, INFRINGEMENT PROCEEDINGS ETC.	16.4	The Concessionaire undertakes to report immediately any accidents or other incidents that entail or may entail a risk to human health or a risk of adverse impacts on human rights. Reporting shall take place in accordance with Swedavia's instructions for reporting irregularities and incidents. Swedavia shall provide current instructions and contact channels that the Concessionaire can use for each type of reporting.
14.1 The Concessionaire warrants that no part of the Concessionaire's performance (or the performance of another for which the Concessionaire is responsible) under the Agreement, including all methods, processes, techniques, know-how etc. used for such performance and the related intellectual property rights, infringes any third-party right, whether through possession, use, sublicensing, transfer or otherwise.	16.5	The Concessionaire undertakes to report immediately any risk or occurrence of deviations involving increased emissions or discharges into the atmosphere, stormwater, groundwater or soil, as well as any risk of adverse impacts on biodiversity, increased generation of waste or increased consumption of raw materials and natural resources. Reporting shall take place in accordance with Swedavia's instructions for incident reporting.
14.2 In the event of any potential, actual or alleged infringement of a third-party right in any way attributable to the Concessionaire's performance (or the performance of another for which the Concessionaire is responsible) under the Agreement, the Concessionaire shall be fully liable for, and indemnify Swedavia (including Swedavia's personnel and other representatives) against, all Loss arising from such infringement.	16.6	Swedavia works to reduce the climate impact of its entire operations. During the term of the Agreement, the Concessionaire shall support Swedavia in this work by participating, at Swedavia's request, in cooperation to reduce emissions of gases affecting the climate and to report emissions arising from operations within the concession.
14.3 In the event of an infringement as above, the Concessionaire shall remedy the infringement at its own expense and without unnecessary delay.	16.7	At Swedavia's request, the Concessionaire shall provide sustainability data and information on environmental impacts and social sustainability throughout the value chain. This shall also include the supporting information requested by Swedavia for its annual sustainability reporting.
14.4 If Swedavia wishes to hold the Concessionaire liable for claims or other demands or actions by a third party ("Third Party Claim") under the Agreement, the following shall apply:	16.8	The Concessionaire shall comply with the requirements of Swedavia's Code of Conduct for suppliers.
(i) Swedavia shall notify the Concessionaire of the Third Party Claim without unreasonable delay (provided that, if Swedavia fails to do so, the Concessionaire shall not be relieved of liability except to the extent that Swedavia's failure materially impairs the possibility of successfully defending the claim or results in substantially increased costs for the Concessionaire).	17. TRANSPARENCY/AUDIT	
(ii) Swedavia undertakes not to enter into a settlement or other arrangement concerning the Third Party Claim that imposes liability on the Concessionaire without the Concessionaire's consent. Such consent may not be unreasonably withheld or delayed.	17.1	To ensure proper performance of the Agreement, Swedavia is entitled, upon request, through its own personnel or a representative, by site visits or otherwise, to examine and audit the operations of the Concessionaire (and any subcontractors) and to obtain all relevant information, documentation and other material. Such examination may, for example, concern the Concessionaire's environmental management, quality management, occupational health and safety, risk management, security or CSR work and/or financial or technical monitoring. Upon such a request, the Concessionaire shall actively assist in enabling the examination to be carried out as intended and shall ensure that Swedavia is provided with all requested and otherwise relevant information, documentation and other material and, if Swedavia so wishes, access to the Concessionaire's (or subcontractor's) premises. The examination/audit shall take place without unreasonable delay after Swedavia's request and shall be carried out so as not to be unreasonably burdensome to the Concessionaire's (or subcontractor's) operations. At the Concessionaire's request, Swedavia's representative shall observe any confidentiality and security rules applied by the Concessionaire/subcontractor, to the extent that these are reasonable. Swedavia is not entitled to access the Concessionaire's trade secrets. However, this restriction concerning trade secrets does not prevent Swedavia from examining the information and supporting records, including relevant sales and accounting records, needed to verify the concession fee. Companies competing with the Concessionaire may not be engaged to conduct Swedavia's audit.
14.5 This Section 14 shall apply without any limitation of liability under Section 6 above.	17.2	Swedavia reserves the right, at any time during the term of the Agreement, to obtain form SKV 4820 from the Concessionaire to verify the Concessionaire's compliance with its obligations concerning social security contributions and taxes.
14.6 Swedavia is granted a free, non-exclusive right to use and reproduce the Documentation to be provided to Swedavia under the Agreement to the extent necessary for monitoring, continued operation and handover of the concession business. This right includes providing the Documentation to, and allowing its use for those purposes by, an incoming concessionaire or another party engaged by Swedavia. The right survives expiry or termination of the Agreement. The Concessionaire shall ensure that the necessary rights are available. This provision does not entail any general transfer of ownership of the Concessionaire's material or any right to use its trademarks.	18. EXTERNAL INFORMATION	
15. ASSIGNMENT OF AGREEMENT AND SUBSIDIARIES	18.1	Without Swedavia's written consent, the Concessionaire may not state in any marketing or other information that it performs or has performed services for Swedavia. However, the Concessionaire may state this in future tenders. This does not prevent customer information or marketing of the concession business expressly permitted under the Agreement. The right to use Swedavia's name, logo or other distinctive signs arises only from specific consent or an express provision of the Agreement.
15.1 The Concessionaire may assign the Agreement to another party only with Swedavia's written consent and provided that the change is compatible with LUK. Swedavia may assign the Agreement to a company within its group without the Concessionaire's written consent.	19. HANDOVER ON EXPIRY OR TERMINATION OF THE AGREEMENT	
16. SUSTAINABILITY AND CODE OF CONDUCT	19.1	Upon expiry or termination of the Agreement, the Concessionaire shall immediately and free of charge return keys, access cards and badges to Swedavia and leave the premises made available in the condition specified in the Agreement. At the same time, the Concessionaire shall hand over, free of charge, the Documentation to be provided to Swedavia under the Agreement. At Swedavia's request, such Documentation shall instead be handed over to an incoming concessionaire or another recipient designated by Swedavia. The right of use is regulated in Section 14.6.
16.1 It is of the utmost importance to Swedavia that all concessionaires work towards sustainable development, including minimising and eliminating harmful environmental impacts and human rights violations throughout the value chain. The Concessionaire shall contribute to and work towards fulfilment of Swedavia's sustainability strategy and current environmental and energy policy; see http://www.swedavia.se .		
16.2 The Concessionaire shall comply with the requirements of Swedish sustainability legislation. In addition, the Concessionaire shall comply with current sustainability legislation in the countries in which it operates.		
16.3 The Concessionaire and any subcontractors shall have a well-documented environmental policy implemented in the part of the Concessionaire's organisation responsible for the Delivery Undertaking, a high level of environmental awareness and responsibility for compliance with applicable rules, and shall actively work on developing environmental improvement measures.		

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- 19.2 Upon the ordinary expiry of the Agreement, the Concessionaire shall offer Swedavia or an incoming concessionaire the opportunity to take over the furnishings, fixtures, equipment and any remaining stocks belonging to the business at a residual value calculated by an independent third party. Neither Swedavia nor an incoming concessionaire is obliged to accept the offer. For the purposes of this Section, residual value means the market value of the assets when the Agreement expires, taking account of, among other factors, age, condition and remaining economic life, unless a different valuation basis is specifically stated in the Agreement.

The Concessionaire shall appoint and pay for an independent valuer. The valuer shall be approved in advance by Swedavia and, if the assets are to be taken over by an incoming concessionaire, by that concessionaire as well. Approval may not be unreasonably withheld or delayed. Instead of an independent valuation, the Concessionaire and the party taking over the assets may agree in writing on a price for the takeover.

In the event of early termination under Section 8, Section 8.5(c) applies instead.

- 19.3 The Concessionaire shall work towards a seamless transition of the concession to Swedavia or a new concessionaire and shall provide reasonable assistance to Swedavia with the measures needed to enable Swedavia itself or another concessionaire to take over the concession. This applies in particular, but is not limited, to equipment, goods in stock and personnel. The assistance also includes reasonable knowledge transfer and practical coordination in preparation for the takeover. For knowledge transfer requested by Swedavia under this Section which is not already remunerated or required to be performed without separate remuneration under the Agreement, the Concessionaire is entitled to remuneration at the agreed rates or, if no rates have been agreed, reasonable remuneration for necessary work actually performed. Before performing the work, the Concessionaire shall submit the scope, timetable and estimated remuneration for Swedavia's written approval. This does not affect the obligation to provide a free hand-over under Section 19.1.

20. NOTICES

- 20.1 Any consent or other notice to be provided or exchanged under the Agreement shall be deemed duly given if (i) delivered personally or by courier; (ii) sent by registered post; or (iii) sent by e-mail, to the contact person and at the address specified by the other party for this purpose. Either party may at any time change that contact person, address or other contact details by written notice to the other party.
- (a) A notice delivered personally or by courier shall be deemed received by the other party on the date of delivery, unless delivered after the close of business, in which case it shall be deemed received on the next business day.
- (b) A notice sent by e-mail shall be deemed received by the other party immediately upon acknowledgement of receipt, unless this occurs after the close of business, in which case it shall be deemed received on the next business day.
- (c) A notice sent by registered post shall be deemed received by the other party three (3) business days after the letter becomes available for collection.

21. AMENDMENTS AND ADDITIONS ETC.

- 21.1 To be valid, amendments and additions to the Agreement shall be made in writing and duly signed by authorised representatives of the Concessionaire and Swedavia. Amendments and additions may only be made to the extent permitted by LUK.
- 21.2 Without affecting the right to terminate for cause under Section 8 above, the Concessionaire shall not be entitled to withhold any part of its performance under the Agreement as a result of, or with reference to, any dispute with Swedavia under the Agreement.

22. DISPUTES

- 22.1 Disputes concerning the application or interpretation of this Agreement and related legal relationships shall be determined under Swedish law by the Swedish courts of general jurisdiction, with Stockholm District Court as the court of first instance.

23. GOVERNING LAW

- 23.1 The rights and obligations of Swedavia and the Concessionaire under the Agreement are governed in their entirety by Swedish law.

(This is an English translation of the Swedish original. In case of discrepancies between this English translation and the Swedish original, the latter shall prevail.)