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**1. DEFINITIONS**

*"Actual Delivery Date"* means the day when all defects, deficiencies or deviations from specified requirements have been rectified and an approved acceptance test has taken place and a certificate of acceptance has been signed.

*"Acceptance Inspection Period"* means the period reserved for Swedavia to inspect the Supplier's undertaking as agreed and specified in the respective Contract.

*"Acceptance Test"* means formal testing carried out for Swedavia's needs, requirements and business processes, to determine whether a system complies with the acceptance criteria and to decide upon Swedavia's acceptance of the supply undertaking.

*"Acceptance Test Environment"* means the environment that resembles the production environment for operations, containing all necessary hardware, software and data and all necessary communication equipment required to test the system before commissioning into production and approval of the delivery.

*"Certificate of Acceptance"* means the document signed by both parties after completion of the Final Acceptance Test.

*"Administrative Services"* means: all services provided by the Supplier to Swedavia under this Contract and specified and established, with the intention of protecting and improving functioning and performance of a particular computer system and to provide the correct support for the operation. This also includes production of technical user documentation, technical support, user support and reporting.

*"The Contract"* means the Contract, with appurtenant appendices, entered into between Swedavia and the Supplier to which Swedavia's general terms and conditions for IT-related services/products constitute an appendix.

*"Contracted Delivery Date"* means the Contracted Delivery Date when the Supplier's undertaking shall be delivered and comply with the contract specification. When the Supply Undertaking entails continuous delivery, for example, support and maintenance, the Contract's stated day for delivery shall mean the first date when the Supply Undertaking in accordance with the Contract Specification is available for use by Swedavia.

*"Contract Specifications"* means the specifications, requirements and terms and conditions relating to quantity, quality etc. which shall apply to the respective Supply Undertaking within the framework of the Contract.

*"Defect"* means every defect or deficiency with respect to design, material, manufacture, quality, workmanlike execution and the intended purpose (to the extent that the intended purpose is or reasonably ought to be known to the Supplier), and every deficient compliance with or deviation from the guarantees applicable within the framework of the Contract, agreed specifications or service levels, including deficient or incorrect Documentation.

*"Delivery Delay"* is considered to exist if a part-delivery, installation, final delivery or other event referred to in the timetable approved by Swedavia has not taken place at the latest by the agreed delivery date.

*"Documentation"* means all necessary and relevant technical documentation, user documentation and other documentation pertaining to the respective Supply Undertaking under the Contract. Unless otherwise provided for by contract, such Documentation shall always be included in the Supplier's Supply Undertaking; it shall be fit for its purpose, complete and correct and be delivered in a suitable format (paper and/or electronically/via Internet) and be written in a language acceptable to Swedavia (Swedish or English) which is otherwise used in the Contract. To avoid misunderstanding, the

Documentation shall pass to Swedavia with right of ownership or right of use as provided for in this Contract, with, for example, free right for Swedavia to produce an unlimited number of copies of the Documentation.

"*Final Acceptance Test*" means the tests in accordance with the Contract which Swedavia carries out after the Supplier has completed its Supply Undertaking in accordance with this Contract.

"*Loss*" means every cost, expenditure, requirement, demand, compensation, instruction, charge and every other loss, damage, obligation and legal measure or claim of every kind, including reasonable attorney fees and other legal costs, and also including personal injury and property damage as well as product damage.

"*Services*" means all related services delivered by the Supplier in accordance with the Contract.

"*The Supplier*" means Swedavia's counterparty in the Contract.

"*Supply Undertaking*" means, depending on what follows from the Contract, all results, services, assignments, work and performance, product and system delivery, material, hardware, documentation both tangible and intangible, specifications, drawings, data, reports, media, files, every order and other supply undertaking of every kind that the Supplier has undertaken to perform, deliver or provide within the framework of the Contract.

"*Swedavia*" means Swedavia AB (publ), (corporate Reg. no. 556797-0818) or a subsidiary of Swedavia which has entered into the Contract.

## 2. PRECEDENCE

2.1 If the contract documents were to prove contradictory in any respect, they apply in relation to one another in the following order:

- 1) amendments or supplements to the Contract
- 2) the contract, with appurtenant appendices, which has been entered into by Swedavia and the Supplier
- 3) Swedavia's General Terms and Conditions for IT-related services/products, including appurtenant appendix

No other documents than the above apply.

## 3. ORDERS AND TERMS OF DELIVERY

3.1 Unless otherwise stated in the Contract, an order made under the Contract shall be binding on Swedavia only if the order is made in writing by an authorised person and contains information about Swedavia's name, department and other contact details, as well as the delivery address at Swedavia.

3.2 If Swedavia so requests, the Supplier shall accept and ensure that ordering can take place electronically in accordance with Swedavia's instructions.

3.3 Where applicable, unless otherwise stated in the Contract, deliveries of goods and products

that the Supplier has undertaken to make under the Contract take place DDP (Incoterms 2010) to Swedavia's delivery address stated in the order in question.

3.4 The Supplier shall provide statistical information to Swedavia at Swedavia's request or as specially agreed upon in the Contract.

## 4. THE OBLIGATIONS OF THE SUPPLIER

4.1 In addition to the applicable guarantees and other undertakings in accordance with the Contract, the Supplier guarantees the following:

(a) that the Supplier is fully authorised and holds all licences, approvals and permits required to perform its obligations in accordance with the Contract and that the Supplier through entering into the Contract does not breach any other undertakings or obligations that the Supplier may have to a third party;

(b) that the Supplier has – and will undertake all measures required to maintain during the Contract Period, the requisite expertise, understanding and experience to perform in time and in the correct order all undertakings in accordance with the Contract;

(c) that the Supplier shall perform its undertakings in a way that Swedavia has reason to expect with the greatest care and quality, in a professional or workmanlike manner taking into account good practice in the industry, current legislation and regulation, applicable standards and, in accordance with the agreed timetable and complying with the specifications and levels of service in the Contract, and

(d) that the Supplier is responsible for the result of the services delivered being wholly in compliance with the requirements of this Contract and that the services are delivered in accordance with the agreed timetable. The Supplier, for performance of its undertakings, shall maintain an organisation and preparedness with suitable, qualified and competent personnel with adequate training, experience and qualifications.

4.2 The Supplier shall request all information from Swedavia which is relevant for the Supplier to be able to perform its undertakings in accordance with this Contract as soon as there is a need for such information. Swedavia shall be responsible for the correctness of the information provided to the Supplier.

4.3 The Supplier shall hand over documentation at the latest within 20 working days from the approval of the Acceptance Test. The Supplier is responsible for updating the Documentation after amendments have been made during the Contract Period.

4.4 If the work which is to be performed by the Supplier consists of a number of part-deliveries, the Supplier may only continue to a

subsequent part-delivery after approval by Swedavia of the previous part-deliveries.

- 4.5 The Supplier undertakes, if so required by Swedavia, to work with other designated entrepreneurs to achieve the Supply Undertaking in collaboration with external systems or networks which do not form part of the Supplier's delivery.
- 4.6 If the Supplier uses personal with higher expertise than is needed for the services agreed upon, compensation shall only be paid for expertise agreed upon in the Contract.
- 4.7 If the Services are to be performed at the Supplier's premises, the Supplier undertakes at its own expense to provide the necessary equipment, such as telephone, computer, workspace and other necessary equipment for the performance of the Service. If agreed by the Parties, Swedavia can provide compensation for extraordinary equipment.
- 4.8 The Supplier shall provide detailed progress reports to Swedavia of the specific services specified in the respective Contract.
- 4.9 At Swedavia's request, the Supplier shall provide individual competence profiles for consultants.
- 4.10 The Supplier shall, at the Supplier's own expense, be responsible for training its own personnel in connection with the services agreed upon in the Contract.
- 4.11 The Supplier shall collaborate in the induction of its own and any subcontractor's consultants in Swedavia's environment and operations prior to the start of an assignment.
- 4.12 The Supplier shall perform all undertakings within the framework of the Contract in close collaboration with Swedavia and shall, if Swedavia so requests, appoint for every Supply Undertaking a contact person for the Supply Undertaking in question.
- 4.13 The Supplier shall use the most economic mode of travel.
- 4.14 Unless otherwise agreed in the Contract, the Supplier shall when services are performed at Swedavia's premises, perform the Services during Swedavia's ordinary working hours.
- 4.15 The Supplier shall at Swedavia's reasonable request provide adequate security for the correct performance of its undertakings in accordance with the Contract, in the form of a bank guarantee or another security acceptable to Swedavia.

## **5. COLLABORATION AND FOLLOW-UP**

- 5.1 To ensure that the intentions of the Contract are complied with, the Parties will, when appropriate, meet for follow-up. Swedavia will act as convener.
- 5.2 The Supplier shall, at Swedavia's request, produce a written report on the technical, administrative and financial progress on a six-monthly basis and in terms of time.

## **6. SUB-CONTRACTORS**

- 6.1 Unless otherwise stated in the Contract, the Supplier is not entitled to use sub-contractors for performance of the Contract or part thereof – and a sub-contractor in turn is not entitled to use sub-contractors – unless Swedavia has given prior written consent.
- 6.2 The Supplier bears full responsibility for its sub-contractors (including such sub-contractors which sub-contractors in turn have employed) as for its own operations and personnel.

## **7. ACCEPTANCE OF THE SUPPLIER'S SUPPLY UNDERTAKING**

- 7.1 To the extent that Swedavia finds appropriate, Swedavia may make inspections and acceptance tests at its own expense and in accordance with the provisions of the Contract. Acceptance tests may be performed for different part-deliveries in a project or after a project has been completed.
- 7.2 An inspection period shall be reserved for Swedavia to carry out the final Acceptance Test. In the event of a Final Acceptance Test resulting in deficiencies or defects from the agreed result, the Supplier shall show Swedavia without delay that correction of deviations or deficiencies has been made.
- 7.3 Swedavia shall not be liable to initiate a Final Acceptance Test, until
  - (a) all and complete Supply Undertakings/milestones have been delivered,
  - (b) all relevant software has been installed on site ready for operation,
  - (c) all relevant training has taken place, and
  - (d) all relevant documentation has been delivered.
- 7.4 The Supplier shall compensate Swedavia for direct costs that Swedavia has incurred from repeated inspections and tests due to reasons that can be ascribed to the Supplier. The Supplier shall be entitled to be present, provided that the Supplier's presence does not affect Swedavia's operations. However, Swedavia shall always have the right to carry out inspections and tests regardless of whether the Supplier is present.
- 7.5 A Final Acceptance Test does not release the Supplier from its responsibility and obligations under this Contract.
- 7.6 A Final Acceptance Test shall be considered as having been carried out with approved result despite the result having minor deviations that are evidently not necessary for correct operation and maintenance of work performance and for Final Acceptance thereof.
- 7.7 Swedavia shall hand over a Certificate of Acceptance to the Supplier after a Final Acceptance Test has been carried out with approved result.

## **8. INTELLECTUAL PROPERTY RIGHTS, INFRINGEMENTS, ETC.**

- 8.1 Unless otherwise specifically stated in the Contract, Swedavia shall acquire the right of ownership to (i) all hardware acquired by Swedavia as a part of the Supply Undertaking, (ii) Software included in the Supply Undertaking, whose development has been

paid for by Swedavia. The Supplier guarantees that the transfer of the right of ownership shall be complete, definitive and without limitations and that Swedavia thereby obtains unlimited and exclusive right to amend, reproduce and assign, let and grant the use of and otherwise dispose of such Supply Undertaking.

The Supplier also guarantees that all Supply Undertaking to which Swedavia shall acquire right of ownership within the framework of the Contract shall be transferred without being encumbered by a mortgage or similar rights and shall thus be free of so-called legal faults.

The Supplier is not entitled, after conclusion of the commission, to use the Supply Undertaking in which Swedavia has acquired right of ownership in the Supplier's operations unless otherwise specifically stated in the Contract.

8.2 Unless specifically stated in the Contract, Swedavia shall for such part of the Supply Undertaking to which Swedavia shall not acquire right of ownership in accordance with clause 8.1 above instead obtain a perpetual, worldwide, non-exclusive right to freely use, for example, to keep, load, process, reproduce, read, show, test, understand, reproduce and otherwise dispose of (and use) such part of the Supply Undertaking for an unlimited number of users. With the exemption of what follows from the Contract, Swedavia shall not, without the Supplier's written consent, be entitled to transfer or sub-lease its licence and right of use in accordance with this clause 8.2 to a third party.

8.3 Swedavia shall obtain a right, itself or by using another, to freely adapt, adjust, modify, correct, rectify faults, and otherwise amend such Supply Undertaking and such software for which Swedavia obtains a licence and right of use in accordance with this clause 8.2 above. Swedavia's entitlement in accordance with this section 8.3 assumes that (i) access to source codes can be obtained from the Supplier or (ii) access to source code is not required.

8.4 The Supplier guarantees that no part of the Supplier's performance (or other performance for which the Supplier is responsible) within the framework of the Contract, including all methods, processes, techniques, know-how, etc. which is used for such performance or any other Supply Undertaking that comes into existence within the framework of the Contract, including appurtenant intangible rights, breaches the rights of a third party – neither through possession, use, sub-leasing, transfer or in any other way.

8.5 In the event of potential, actual or alleged breach in a third party's rights in any way associated with the Supplier's performance (or other performance for which the Supplier is responsible) within the framework of the Contract, including all methods, processes, techniques, know-how etc. used for such performance, or any Supply Undertaking, which comes into existence within the framework of the Contract:

- (a) the Supplier shall be fully liable and shall fully compensate Swedavia (including Swedavia's personnel and other representatives) for all Losses arising due to such breach, and
- (b) the Supplier undertakes at its own expense either (i) to assure Swedavia the right to continue to use the

Supply Undertaking in question and/or method without affecting the intention or application of the Contract or (ii) compensate the Supply Undertaking/Result and/or method with something corresponding which is satisfactory for Swedavia the use of which does not entail any potential or actual breach and which does not entail any deterioration for Swedavia under the Contract.

8.6 In the event of Swedavia wishing to hold the Supplier liable for demands and other claims from a third party ("Third Party Demand") within the framework of the Contract, the following shall apply:

- (i) Swedavia shall without unreasonable delay notify the Supplier of the Third Party Demand (although if Swedavia fails to do this, the Supplier shall not be released from liability other than to the extent that Swedavia's failure significantly deteriorates the possibility of a successful defence against the demand or entails considerable increases in cost for the Supplier).

- (ii) Swedavia undertakes not to enter into a settlement without the consent of the Supplier or any other agreement relating to the Third Party Demand which entails liability for the Supplier – such consent from the Supplier may not be unduly refused or delayed.

- (iii) If it is agreed that the Supplier should handle the Third Party Demand, this is to take place through an attorney approved by Swedavia, and Swedavia undertakes, at the Supplier's expense, to assist the Supplier to a reasonable extent in handling the demand. The Supplier undertakes to obtain Swedavia's written consent in advance for all measures undertaken by reason of the Third Party Demand – such consent may not be unreasonably refused or delayed. Swedavia reserves the right to, at any time, enter into and, wholly or partly, take over handling of the Third Party Demand from the Supplier.

8.7 This clause 8 shall apply without application of any limitation of liability in accordance with clause 16 below or during the guarantee period in accordance with clause 15 below.

8.8 All material, all specifications and all other documentation, information and know-how (including such confidential information referred to in clause 16 below) which Swedavia or a third party when appropriate provides or produces within the framework of the Contract, shall remain Swedavia's or the third party's exclusive property and nothing in the Contract shall be considered to entail any right of use or other right in such property for the Supplier.

## 9. PRICES AND COMPENSATION

9.1 Compensation to the Supplier is paid in accordance with the Contract. Prices and fees shall be fixed throughout the whole of the Contract Period and are stated exclusive of value-added tax, which is to be specified separately.

9.2 The Supplier's compensation is stated exhaustively in the Contract and thus includes, for example, compensation for work, payroll overheads, work outside office hours, overtime compensation, travel, travelling time, living expenses, subsistence expenses, costs of packaging material, and all taxes and fees which are to be paid by the Supplier. Furthermore, any costs for, inter alia, but not

exhaustively, listed premises, equipment, tools, functions and licences shall be included in the price. The Supplier shall, at Swedavia's request report the breakdown of costs and distribution of the component parts in the respective assignment. Compensation for expenses and supplementary charges is not paid.

- 9.3 Swedavia shall not be obliged to make any disbursements to any other supplier than specifically stated in the Contract.
- 9.4 No costs for any register checks of Consultant(s) are paid.

## 10. PAYMENT AND INVOICING

- 10.1 Payment is to be made against an invoice in accordance with the Contract, in the currency specified in the Contract. Unless otherwise stated in the Contract, invoicing for a particular Supply Undertaking (or a part thereof) under the Contract shall not take place, and Swedavia shall not have any payment obligation until after Swedavia has approved the final delivery. If the Supplier's compensation is paid on current account, the Supplier is entitled, however, to invoice monthly in arrears. This payment does not constitute approval of the Supply Undertaking. Approval of the Supply Undertaking takes place in accordance with Chapter 7.
- 10.2 The Supplier shall accept and arrange for electronic invoicing in accordance with Swedavia's instructions at [www.swedavia.se/om-swedavia/inkop/](http://www.swedavia.se/om-swedavia/inkop/).
- 10.3 When invoicing, the Supplier shall state relevant and detailed invoice specification, in accordance with the Supplier's instructions, in which the purpose of the charge shall be shown by well specified items. Where relevant, the Supplier shall at Swedavia's request report the internal time records of the personnel concerned.
- 10.4 Terms of payment are 30 days net from receipt of a correctly issued invoice. Only invoices that are drawn up in accordance with Swedavia's special instructions in accordance with clause 10.7 below will be processed for payment. In the event of a dispute concerning invoice items, Swedavia is entitled to withhold the amount in dispute until the Parties have reached final agreement. If the dispute results in the disputed invoice item being deemed to be correct, Swedavia shall pay the amount and the Supplier shall be entitled to demand penalty interest at the amount in accordance with clause 10.6 below.
- 10.5 In the event of delayed payment, the Supplier is entitled to demand statutory penalty interest from the day after the due date, which shall be paid against a separate invoice.
- 10.6 Each payment, which Swedavia, in appropriate cases, makes to the Supplier for a particular supply undertaking (or part thereof) before Swedavia has approved final delivery thereof, shall be considered as, and be treated by the Supplier as, advance payment until Swedavia has approved such final delivery. Furthermore, the Supplier shall not, without Swedavia's consent, be entitled to withhold or set off any advance payment for its own demands for payment, which the Supplier may make against Swedavia.
- 10.7 Each invoice shall contain the following information:
- The name of the project and/or services.

- The order number received from Swedavia's purchasing department.
- References (Swedavia's employment number and cost centre).
- Scope and content of the invoiced services.
- Detailed information about any costs.
- Invoices based on current account shall contain a detailed list with names and number of working hours/days per person including the fees per person.
- The invoiced time period.
- Information about the invoice, if the invoice is final or an invoice for part-payment.

## 11. PERSONNEL

- 11.1 If Swedavia demands or the Supplier proposes that a consultant be replaced, it shall be incumbent on the Supplier to appoint a new consultant with the same expertise that the assignment requires. The new consultant shall be approved by Swedavia and such approval may not be refused without grounds. The Supplier is in such case responsible for the assignment being able to continue without noticeable effects on performance (i.e. no delays, no deterioration in quality and without additional cost for Swedavia), and giving the new consultant reasonable support as needed to carry out the agreed tasks within twenty (20) calendar days. If the Supplier is unable to appoint a new consultant with sufficient expertise within ten (10) calendar days, and such failure is not only of slight importance for the project, Swedavia is entitled to terminate the project and appoint a third party to complete the project. In such case, the Supplier is entitled to compensation for the services that have already been performed only to the extent of the value of such services and provided that Swedavia accepts the services performed.
- 11.2 The Supplier is only entitled to replace the contact person(s), key personnel or the equivalent which, in appropriate cases, are appointed under the Contract, with other personnel after Swedavia's written consent. Other personnel than such contact person, key personnel or the equivalent may be replaced without Swedavia's written consent provided that this replacement is not to the detriment of the Contract and its performance (or part thereof).

## 12. TRANSFER OF EXPERTISE

- 12.1 The Supplier shall take active responsibility for transfer of expertise to Swedavia taking place related to the specific Supply Undertaking.
- 12.2 The Supplier shall ensure that the transfer of knowledge is not dependent on a particular individual. A prerequisite for such transfer of knowledge is that the Supplier provides its consultants with minimum requirements in the form of templates and documents that describe how expertise is to be transferred. Swedavia is responsible for appointing recipients for such transfer of knowledge.

## 13. HANDOVER IN THE EVENT OF CHANGE OF SUPPLIER

- 13.1 When the Contract for the respective assignment terminates, the Supplier shall immediately be

prepared to return to Swedavia free of charge keys, entry passes and badges and requisite documents and documentation. Alternatively, at Swedavia's request, to hand over requisite documents and documentation partly or wholly to a new supplier.

- 13.2 The Supplier shall, if so required by Swedavia, be responsible for transferring knowledge to a reasonable extent to a new supplier appointed by Swedavia to continue providing a service which mainly corresponds to the Supply Undertaking previously provided by the Supplier. The Supplier shall be entitled to reasonable compensation at the price level agreed upon in the respective Contract.

#### **14. DELAYED DELIVERY AND DELAY DELIVERY PENALTY**

- 14.1 With the exception of the provisions of clause 14.4 below, the Supplier is responsible for every Delivery Delay to the extent that this delay is not due to Swedavia or someone that Swedavia is responsible for. The Supplier shall undertake all reasonable measures to counteract and limit Delivery Delays that occur.
- 14.2 Unless otherwise stated in the Contract, the Supplier shall pay a penalty to Swedavia for every Delivery Delay which the Supplier is responsible for of up to 2 % of the price of the delayed part of the Supply Undertaking for each initiated week of delay up to an amount of 20% of the same amount per Delivery Delay.
- 14.3 Swedavia shall be entitled to deduct the penalty amount from payments to the Supplier under the respective Contract. Swedavia shall always inform the Supplier prior to such deduction.
- 14.4 If Swedavia is delayed with respect to any of its undertakings in accordance with a Contract, the Supplier shall none the less be obliged to perform its obligations according to the timetable to the extent that performance of Swedavia's obligations is not necessary for the Supplier to comply with its obligations.
- 14.5 In the event of it reasonably being able to be assumed that the Supplier will be delayed in relation any of its undertakings in accordance with this Contract, Swedavia shall be entitled to postpone performance of some of its undertakings to the extent that such performance is not necessary for the Supplier to comply with its obligations.
- 14.6 In addition to the above and to other consequences, which may be imposed, the Supplier shall in the event of a Delivery Delay which the Supplier is responsible for always be liable for all Losses ensuing thereof in accordance with clause 16.1 below.
- 14.7 Swedavia's right of cancellation in the event of a Delivery Delay follows from clause 17 below.
- 14.8 To the extent that a Delivery Delay is due to Swedavia or someone for whom Swedavia is responsible (and the delay is not caused by a circumstance referred to in clause 15 below), the Supplier as sole consequence shall be entitled to an extension of time corresponding to the Delivery Delay and, where relevant and unless otherwise ensuing from the Contract, reasonable compensation for direct storage costs in connection with the Delivery Delay. The Supplier shall take all reasonable measures to counteract and limit such costs.

#### **15. DEFECTS**

- 15.1 The Supplier guarantees during the contract period specified in the Contract that all Supply Undertakings and other performances within the framework of the Contract shall be fully in accordance with the Contract and thus be free from Defects.
- 15.2 Without hindrance of clause 14 above, the guarantee period for hardware under the Contract will apply for one year from the date on which Swedavia approved the final delivery thereof or during the guarantee period which is granted by the Contract in appropriate cases. During the guarantee period the Supplier is responsible for Defects in accordance with 15.1.
- 15.3 The Supplier shall swiftly, at its own risk and expense, rectify every Defect that arises during the period of guarantee for the Defect. Defect rectification shall take place without inconvenience for Swedavia and in accordance with applicable rectification procedures, escalation processes, etc. where such have been agreed upon by Contract, and otherwise in such a way as Swedavia may reasonably request. Complaints concerning Defects may be made at any time during the guarantee period, without taking into account complaint limitations or the like.
- 15.4 The Supplier shall report back to Swedavia directly after rectification has taken place and the deviation restored to the agreed level.
- 15.5 If the Supplier does not, within a reasonable period of time, after a complaint or notification of a defect, perform its obligations in a satisfactory way, Swedavia is entitled to perform them itself or employing another at the expense of the Supplier. Swedavia shall also be entitled to a price deduction (i.e. a deduction from the compensation in accordance with the Contract, or a reimbursement of compensation already paid) corresponding to the Defect, or to suspend the Contract, wholly or partly, in accordance with clause 17 below.
- 15.6 In addition to the above and to other consequences which may be imposed, the Supplier shall in the event of a Defect always be liable to compensate all Losses ensuing therefrom in accordance with clause 16 below.

#### **16. LIABILITY AND INSURANCE**

- 16.1 The Supplier is liable for all Losses which the Supplier or its personnel or sub-contractor cause Swedavia with intent or through negligence. A party shall never be liable for loss of profit or other indirect losses.
- However, if the Supplier has strict liability by law or other statute, this shall apply.
- 16.2 Regardless of what is stipulated above, no limitation of liability shall apply (i) for the Supplier's liability in accordance with clause 8 above; (ii) in the event of breach of confidentiality and other obligations in accordance with clause 21 below; (iii) in the event of other gross negligence or intent; or (iv) in the event of death or personal injury caused by a party or someone a party is responsible for due to negligence or intent.
- 16.3 Compensation which the Supplier is obliged to pay in accordance with this clause 16 shall be paid in full, without deduction of Contract Penalty, which the Supplier in appropriate case is liable for in

accordance with clause 14 above or otherwise in accordance with the Contract.

- 16.4 The Supplier shall for its undertakings within the framework of the Contract have requisite liability insurance amounting to an adequate amount. Adequate means here, unless stated otherwise in the Contract, insurance cover where the insurance limit amounts to at least ten million Swedish kronor (SEK 10m) for each claim. The insurance shall include cover for such property that the Supplier takes care of or acquires and in which Swedavia has an interest.

The Supplier shall on request provide Swedavia with a copy of the appropriate insurance policy and certification that the insurance premium has been paid. If Swedavia incurs a Loss, for which the Supplier can receive insurance indemnity, the Supplier shall, according to its best ability, attempt to obtain such indemnity and immediately pay it to Swedavia.

In the event of loss or damage, the Supplier is obliged to contact its insurance company or regulate the damage or loss in another way.

- 16.5 Each of the Parties has in the event of damage or loss, to take the measures that may reasonably be required to limit the damage or loss.

## 17. TERMINATION FOR CAUSE AND CONVENIENCE, ETC.

- 17.1 *Termination for cause.* The Contract may be terminated wholly or partly with immediate effect by either party in the event of any material breach or material default by the other party in the performance of any obligation under the Contract, which is not remedied within thirty (30) days of written notification thereof. Such notification shall contain a statement that termination is being considered if correction does not occur.

Swedavia is also entitled to cancel the Contract wholly or partly with immediate effect if the Supplier:

- (a) is declared bankrupt, in liquidation, mandatory administration, carries out a composition, or suspends payments until further notice or has been prohibited from trading.
- (b) been subject to a petition for bankruptcy, mandatory administration, a composition or some similar procedure.
- (c) is sentenced for a crime relating to professional practice in accordance with a judgment that has attained legal force or has been guilty of serious errors in the pursuit of its professional activity.
- (d) has not performed its obligations relating to social insurance contributions or taxes.
- (e) if the Supplier prior to or at the time of signature of the Contract has provided incorrect information or failed to provide information about the Supplier, which is important for the coming into existence of the Contract.
- (f) if a Delivery Delay for which the Supplier is responsible has existed during an aggregated period of at least ten (10) weeks or if Swedavia has had reasonable cause to assume that the Supplier's performance under the Contract taken as a whole will be delayed for at least ten (10) weeks due to a Delivery Delay for which the Supplier is responsible.

- (g) in the event of a Defect of material importance to Swedavia and such Defect is not remedied within five (5) business days (or such other period as may be stipulated in the Contract) of written notification thereof by Swedavia.

In the event of a cancellation in accordance with this clause 17.1, the Supplier shall without delay report, and at Swedavia's request, hand over to Swedavia – in return for reasonable compensation to the extent that such compensation has not already been paid – all Supply Undertakings which have come into existence in work already performed relating to the cancelled part in question.

If the ground for cancellation arises for Swedavia in accordance with this clause 17.1, Swedavia shall, without affecting other rights and consequences that Swedavia may claim in accordance with the Contract or applicable law, always be entitled to withhold payment and other performance in accordance with the Contract which is associated with such grounds for cancellation. Swedavia shall notify the Supplier about the withheld payment/interrupted performance without unreasonable delay.

- 17.2 *Termination for convenience.* Swedavia shall always be entitled, at any time upon 30 days' notice, to terminate the Contract, in part (e.g. with regard to a specific Supply Undertaking or part thereof) or, in whole, with immediate effect. In the event of such termination, Swedavia's only liability shall be, where relevant, to pay reasonable remuneration to the Supplier for work already performed with regard to the terminated part(s) in question and verified necessary direct costs related thereto (to the extent that such remuneration has not already been paid), provided that Swedavia's liability to pay reasonable remuneration shall be conditional upon, where applicable, that the Supplier duly reports and transfers to Swedavia all Supply Undertaking, applicable, emanating from the work already performed with regard to the terminated part(s) in question.

- 17.3 *General provisions applicable in the event of termination.* In addition to what emerges otherwise from clause 17, the following shall apply in the event of cancellation or notice to terminate the Contract or part thereof:

- (a) *Advance payment.* The Supplier shall without delay report and reimburse all advance payment that Swedavia in appropriate cases has made for the part which has been cancelled or for which notice to terminate has been given. The provisions of clause 10.7 above apply to withholding payment or set-off.

- (b) *Limited remuneration.* Compensation that Swedavia in appropriate cases is to pay to the Supplier in accordance with this clause 17 (in the event of notice to terminate, etc.) shall never exceed the compensation that Swedavia would have paid for the suspended/terminated part in question (including Supply Undertaking pertaining thereto) if the suspension/notice to terminate had not taken place. The Supplier shall undertake all reasonable measures to counteract and limit such costs that in appropriate cases are covered by Swedavia's obligation to compensate in accordance with this clause 17.

- (c) *Supply Undertaking.* To avoid misunderstanding, the Supply Undertaking which the Supplier is to hand over to Swedavia in accordance with this clause 17 shall pass over to Swedavia with right of ownership or alternatively right of use in accordance with clause

8 above, and even otherwise the provisions of clause 7 shall apply to such Supply Undertakings.

- (d) *Continued validity.* The provisions of the Contract that are of the nature that they shall continue to apply after termination of the Contract, such as the obligation to maintain confidentiality, provisions on intangible rights, etc. shall continue to be valid after the termination of the Contract.

## 18. FORCE MAJEURE

18.1 A Party shall be released from its obligations if performance of these is hindered by a circumstance outside of its control, which the Party could not reasonably have taken into account at the time of signature of the Contract and the consequences of which the Party could not reasonably have avoided or overcome. Such grounds for release shall for example, but not exhaustively, consist of general strikes and other general labour market disputes, war, general riot, sabotage, acts of terrorism, and other acts intending to overthrow society, earthquakes and similar earth movements, as well as measures from the state that prevent performance of the Contract. The circumstances outside a party's control shall not, however, include strikes, lockouts or other labour market disputes that are due to the party not complying with the applicable rules and principles in the labour market. The party shall show that the aforesaid conflicts are not due to the party. To avoid misunderstanding, the Parties are also explicitly in agreement that a party can never claim as grounds for release a circumstance that is due to Breach of Contract on the part of the party in question.

18.2 The party that wishes to invoke a circumstance as described above shall notify the other part to this effect immediately and in writing.

18.3 As soon as the circumstance referred to ceases, the party shall notify the counterparty and immediately resume the assignment to the extent in the Contract. In the event of force majeure lasting for longer than 90 days, Swedavia is entitled to immediately cancel the Contract.

## 19. PROCESSING OF PERSONAL DATA

19.1 If the performance of the Contract in any part involves processing by the Supplier of any personal data for which Swedavia or any subsidiary of Swedavia is responsible, Appendix 1 to Swedavia GTC for IT-related services/products (Personal Data Assistant Agreement – Swedavia AB) shall apply.

## 20. SECURITY PROVISIONS

20.1 Swedavia's airports are protected locations.

With reference to the Protection Act (2010:305), only personnel who have been approved after register checks may be within security-classified areas at the respective airport.

It shall be drawn to the attention of the Supplier's personnel that Swedavia is a protected location and that information exists which may not come to public knowledge for reasons of security.

20.2 The Supplier and personnel employed by the Supplier as well as sub-contractors must comply with the security instructions that apply within Swedavia.

## 21. CONFIDENTIALITY

21.1 No party is entitled without the written consent of the other party to disclose or use information in any way which the counterparty has provided or which otherwise concerns the counterparty or its operations (including such information that concerns the associated companies of the counterparty or their operations) beyond what is absolutely necessary for performance of the Contract. All such information is to be treated as being strictly confidential by the recipient party and shall be handled and kept in a secure way applying an extent of security and care that is not less than the security and care with which the recipient party treats and keeps its own confidential information.

The Supplier shall keep securely all documents and other information media concerning the assignment or which has been made available to the Supplier for this reason. Damage to Swedavia that occurs during the period that the Supplier has the material at its disposal shall be compensated for by the Supplier.

The obligations that ensue from this clause 21.1 do not, however, apply to such information that the recipient party can show:

- (i) was generally available at the time of entry into the Contract or which has become generally available subsequently, provided that information has not become generally available due to breach of some undertaking of confidentiality;
- (ii) that the recipient party has independently obtained from a third party, without being subject to confidentiality and provided that the third party was entitled to freely provide the information, or
- (iii) which must be disclosed in accordance with a binding court or decision by a public authority, mandatory law, stock exchange regulation or the like, although provided that the recipient party only discloses such information for which disclosure is mandatory.

At the request of Swedavia or, in all circumstances, when the assignment has been completed, all documentation concerning confidential information shall be returned or destroyed. This includes copies of documentation. The Supplier's use of confidential information shall cease at the same time. The Supplier shall at Swedavia's request confirm in writing that the Supplier's obligation in accordance with this clause has been complied with.

A party is responsible for its personnel and others for whom the Party is responsible, for full compliance with the obligations ensuing from this clause 21.

21.2 The obligations in accordance with clause 21.1 above shall apply until at least three (3) years have elapsed from the termination of the Contract.

21.3 The Supplier shall pay a penalty to Swedavia of SEK 50,000 or a higher amount corresponding to the Loss for every breach of confidentiality that the Supplier is responsible for in accordance with the Contract.

21.4 Regardless of what has been stated in this clause 21, Swedavia is always entitled to share all information provided by or which otherwise concerns the Supplier or its operations, with Swedavia's subsidiaries, although provided that the recipient treats such information as confidential on conditions that are not less far reaching than those ensuing from clause 21.1 above.



## **22. ASSIGNMENT OF CONTRACTS AND SUBSIDIARIES**

- 22.1 The Supplier is not entitled to transfer the Contract entered into to another party without Swedavia's written approval. Swedavia may transfer the Contract to another company in its group without the Supplier's written approval.
- 22.2 The parties agree that subsidiaries of Swedavia which are specified in the Contract, shall be entitled to apply the Contract on their own behalf and thus on corresponding terms and conditions as regards the rights ensuing from the Contract.

## **23. ENVIRONMENT AND CODE OF CONDUCT**

- 23.1 It is of the utmost importance for Swedavia that all suppliers work to minimise harmful impact on the environment. The Supplier shall demonstrate a high level of environmental awareness and shall contribute to and work for Swedavia's environmental policy being complied with from time to time, see <http://www.swedavia.se>.
- 23.2 The Supplier shall comply with the requirements in Swedish, and, in appropriate cases, its country of domicile's environmental legislation.
- 23.3 The Supplier and any sub-contractors shall have a well-documented environmental policy, implemented in that part of the Supplier's organisation, which is responsible for the Supply Undertaking, a high level of environmental awareness and responsibility for ensuring compliance with current rules, and shall actively work for development of measures to improve the environment.
- 23.4 The Supplier undertakes to immediately report accidents and other occurrences that entail or can entail a risk for individual health, a risk of increased emissions to air, discharges to surface water or the ground, or increased incidence of waste or increased consumption of raw materials and natural resources.
- 23.5 The Supplier shall comply with the terms and conditions of Swedavia's Code of Conduct for suppliers.

## **24. TRANSPARENCY/AUDIT**

- 24.1 In order to ensure correct compliance with the Contract, Swedavia is entitled on request, with its own personnel or through an agent, through a visit to a site or in another way, to examine and audit the Supplier's (and sub-contractors if applicable) operations and in this connection to examine all relevant information and documentation and other material. Such examination may, for example, relate to the Supplier's environmental management, quality management, working environment, risk, security and CRS work and/or concern financial/technical follow-up. The Supplier shall on such request actively participate in enabling the examination to take place in the intended way and shall ensure that Swedavia is provided with all requested and otherwise all relevant information, documentation and other material and, where Swedavia so wishes, given access to the Supplier's (the sub-contractor's respectively) premises. Such examination/auditing shall take place without unreasonable delay after Swedavia's request and shall be carried out in such a way that it does not become an unreasonable burden on the Supplier's (sub-contractor's respectively) operations.

Swedavia's representative shall, at the Supplier's request, comply with the confidentiality and security provisions which the Supplier/sub-contractor when applicable, apply, to the extent that these are reasonable. Swedavia has no right of access to the Supplier's trade secrets. To the Supplier competing companies must not be engaged for Swedavia's audit.

- 24.2 Swedavia reserves the right at any time during the contract period to obtain verified documentation from the Supplier to check the Supplier's obligations concerning social insurance contributions and taxes.

## **25. EXTERNAL INFORMATION**

- 25.1 The Supplier may not, without Swedavia's written consent, engage in any form of marketing or other information, which states that the Supplier is performing/has performed services for Swedavia.

## **26. MESSAGES**

- 26.1 All messages and other notifications to be provided or exchanged in accordance with the Contract, shall be considered to have been duly received if this takes place (i) by delivery in person or by courier; (ii) by registered letter; or (iii) by fax or e-mail, and thereby given to the contact person using the address provided by the counterparty for this purpose. A party has the right at any time, through written notification to the other party, to change the information about such contact person, address or other contact information.
- a) A message which is left in person or by courier shall be considered as having been received by the counterparty on the day of delivery, unless delivery takes place after the end of the business day, when the notification is instead considered to have been received by the counterparty on the next business day.
- b) A message sent by fax or e-mail is considered to have been received by the counterparty immediately after acknowledgment of receipt, provided that this not take place after the end of the business day in which case the message shall instead be considered as having been received on the following working day.
- c) A message sent by registered letter is considered to have been received by the recipient three (3) working days after the letter has been available for collection.

## **27. AMENDMENTS AND SUPPLEMENTS, ETC.**

- 27.1 Amendments to and supplements to the Contract are only valid if made in writing and shall be duly signed by authorized representatives of the Supplier and Swedavia.

## **28. DISPUTES**

- 28.1 Disputes concerning the application or interpretation of this Contract and legal circumstances pertaining thereto shall be considered in a Swedish public court.
- 28.2 Without affecting the right of cancellation in accordance with clause 17.1 above, the Supplier is not entitled to withhold any part of its performance in accordance with the Contract by reason of or with reference to any dispute with Swedavia within the framework of the Contract.

**29. APPLICABLE LAW**

- 29.1 Swedavia's and the Supplier's rights and obligations in accordance with the Contract are determined in their entirety by Swedish law.