

SMP Svensk Maskinprovning – General Terms and Conditions

1 Scope of the assignment, execution etc

- 1.1** The scope of the assignment and the price are stated in the agreement entered into and in the confirmation of the order or the accepted tender. SMP and the customer together decide where and when the assignment will be carried out.
- 1.2** Changes in laws, regulations and the like that cause a change in the scope of the assignment entitle SMP to adjust the agreed price in proportion to the scope of the change.
- 1.3** SMP shall follow the agreed schedule. However, SMP is entitled to an extension of the schedule if there is a delay due to conditions not caused by SMP and whose effect could not reasonably have been eliminated.
- 1.4** Subconsultants/subcontractors may be engaged by SMP only with the consent of the customer, unless the task is routine in nature or of lesser significance and that does not entail a risk of confidential information being disseminated.
- 1.5** It is incumbent on the customer to provide SMP with all necessary information about the conditions and other circumstances required for the execution of the assignment.
- 1.6** If the customer does not contribute to the execution of the assignment to the extent agreed, SMP cannot be held responsible for any deficiencies in the results or any delays in delivery times thus caused. In such an eventuality, or if the ordered assignment is cancelled/postponed, SMP is entitled to compensation for any costs that thus arise (see special terms and conditions for such compensation).
- 1.7** The items to be tested and technical specifications shall, unless otherwise agreed, have been received by SMP no later than one week before the date when test preparations or testing are to begin. The customer is responsible for the delivery of the items/material to be tested to SMP or another agreed place and any return transport unless otherwise agreed.
- 1.8** Where the customer supplies measuring equipment, it is the responsibility of the customer that the equipment functions and that it is calibrated for the purposes of traceability.
- 1.9** When the assignment has been carried out, the product is at the disposal of the customer in its existing condition.

2 Transportation etc

- 2.1** Unless otherwise agreed, the customer is responsible for the risk and transportation costs for the product and for SMP's equipment, to and from the agreed place for execution of the assignment.

3 Rights of ownership and use

- 3.1** SMP will store one copy of the documentation produced before and during the execution of the assignment for at least 10 years from when the assignment was completed unless this is waived by law. If requested to do so by the customer, SMP will provide copies of the archived documents against compensation for compilation and production costs.
- 3.2** SMP is bound by complete confidentiality with regard to the assignment unless otherwise agreed or unless this is waived by law.
- 3.3** The customer is not entitled to use SMP's name and logotype in its marketing without the prior consent of SMP.
- 3.4** The customer is entitled to use the results of the assignment for the intended or a specially agreed purpose. It is incumbent on the customer to use the results of the assignment in such a way that they cannot be misrepresented or otherwise be misleading.

4 Responsibility

- 4.1** SMP is responsible, with the limitations stated below, for damage that SMP has caused the customer through error, neglect or negligence when carrying out the assignment.
- 4.2** SMP's liability for damages for the assignment comprise only direct damage caused to the customer and is limited to a total sum of 120 price base amounts.
- 4.3** Liability for damages does not apply to minor damages. By minor damage is meant damage to a value of less than half a base price amount, according to the National Insurance Act at the time of the agreement.
- 4.4** Claims against SMP as a result of assignments carried out shall, to be considered, have been submitted to SMP in writing (letter, fax or email) within 6 months of completion of the assignment.
- 4.5** It is the responsibility of the customer that, when assessing and using the reported results, it has the necessary expertise at its disposal. Should there be uncertainty about how the reported results from the assignment are to be assessed, it is the responsibility of the customer to obtain clarification from SMP.
- 4.6** SMP is not liable for damages and is not obligated to complete the agreement if its completion is obstructed or if its completion is unreasonably onerous as a result of a labour conflict or circumstances outside SMP's control, such as war, mobilization, strikes, lockouts, blockades, fire, major mechanical failures and other such events.
- 4.7** Certification does not mean that SMP in any way assumes any product liability.

5 Terms of payment

- 5.1** SMP is entitled to charge in advance for assignments that have been ordered, to invoice continually the accrued value of ordered assignments and to employ cash on delivery when supplying the results of assignments.
- 5.2** Invoices shall be paid within 30 days unless otherwise agreed. Penalty interest will be charged after the due date, on each occasion at a rate exceeding the current reference interest rate by 8 percentage points.
- 5.3** SMP is entitled to retain the customer's property until the customer has met its payment obligations to SMP in full.

6 Disputes

Disputes concerning the application of this agreement or legal issues arising from this agreement shall be finally settled by arbitrators in accordance with the applicable Swedish legislation for arbitration proceedings. The arbitration proceedings shall be held in Malmö. The Chairman of the Arbitration Board shall be a learned member of a Swedish Court or a member of the Swedish Bar Association. The provisions of the Swedish Code of Judicial Procedure regarding voting and the allocation of legal costs shall be applied by the arbitrators.

7 Miscellaneous

- 7.1** Some of SMP's services may also be covered by Special Terms and Conditions and/or Agreements. Where these General Terms and Conditions are contrary to Special Terms and Conditions and/or Agreements, the Special Terms and Conditions and/or Agreements shall apply.
- 7.2** ABK09, General Conditions of Contract for Consulting Agreements for Architectural and Engineering Assignments of 2009, shall apply to questions not covered by these terms and conditions or by any other applicable agreement.