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General terms and conditions: services and sales 1.5

1. **Application**. The general terms and conditions in this document apply when Ramudden performs services on behalf of the client. This general terms and conditions document forms an integral part of the contract. To be valid, deviations from these general terms and conditions must be agreed in writing.

2. **Definitions**. These **terms in bold** and their meanings apply in this document:

Contract refers to the agreement between Ramudden and the client regarding service provisions (regardless of whether the agreement is in written, oral, or other form).

Client refers to the party with whom Ramudden entered the contract.

Ramudden refers to Ramudden Sverige AB, corporate ID 556674-6730, or other company within the Ramudden Group specified as a party to the contract.

Service refers to activities and services that Ramudden performs on behalf of the client pursuant to the contract, for example, transporting, hauling, rental objects assembling and installing, road traffic control (RTC) planning, controller/flagger and detour services, training and sizing and other advising before or in connection with renting or in other contexts.

3. **Interpretation**. References to the contract also include these general terms and conditions. If the contract covers several separate services, then references to service (see above) is to be interpreted as references to each separate service in the contract, unless otherwise stated.

4. **Client commitments and responsibilities**. The client shall grant Ramudden access to the premises, information, equipment and materials that are required for the provision of the service, and the client shall implement agreed-upon measures. The client is responsible for ensuring that information that the client gives to Ramudden for execution of the service is correct, complete, and unambiguous.

5. **Service execution**. Ramudden shall professionally execute the service pursuant to applicable statutes and in the manner and the schedule specified in the contract. If no schedule is specified in the contract, then the service shall be executed with reasonable urgency according to the circumstances.

6. **Completion**. When Ramudden has fulfilled all service obligations as per the contract, then the service is considered completed. Service completion is not conditional on acceptance tests (or similar approvals) unless this was specifically contracted.

7. **Time extension**. If delay occurs due to the client or any circumstances on the client's side, then Ramudden is entitled to the corresponding extension of the contracted execution time. Ramudden is also entitled to the corresponding extension if:

(a) service scope changes;

(b) extension is needed for the staff to receive leave or vacation as prescribed by law or other statute; or

(c) weather or other work site conditions could adversely affect service execution quality, entail a safety risk for Ramudden staff, or that Ramudden have a reason to postpone service execution due to other staff considerations.

8. **Delay**. If a specific schedule for the service's execution has been contracted, and Ramudden does not execute the service as per that schedule, then the client is entitled to compensation of 0.5% of the reference amount for each commenced week in which the delay occurs – but not more than 5% of the reference amount. *Reference amount* refers to the part of Ramudden's remuneration scheme that is associated with the delayed part of the service. If the client is entitled to maximum compensation as per the aforementioned, then the client may, via written notice to Ramudden, require that Ramudden complete the delayed part of the service within a final reasonable period that may not be shorter than one week. If Ramudden fails to complete the service by that deadline, then the client may, via written notice to Ramudden, terminate the contract regarding the remaining part of the service. Ramudden is not responsible for delay beyond what is stated in this paragraph.

9. **Delay caused by client**. If the client causes a delay, or if circumstances for which the client is responsible cause a delay, then Ramudden may, after written notice to the client, interrupt Ramudden's work until the client removes the obstacles that caused the delay. The client shall compensate Ramudden for such costs and damages that affect Ramudden due to such delay.

10. **Error reporting and correction**.

(a) If the service does not meet requirements stated in the contract, then errors exist. If the client wishes to claim errors in the service, then the client shall, in writing, inform Ramudden about these errors (complaint) within 14 days of the client discovering (or should have discovered) the error. Thereafter, the client loses the right to claim the error. Ramudden is not responsible for errors in the service that are reported later than three months from execution of the part of the service that the client considers to be erroneous.

(b) Following the client's complaint of error for which Ramudden is responsible, Ramudden shall, at its own discretion, either: (i) correct the error reported in the client's complaint within a reasonable time or (ii) grant the client a pricereduction. In addition, Ramudden shall compensate the client for direct costs that the client incurs in connection with the error, limited to 25% of the price for the service.

(c) Ramudden is not liable for errors incurred due to (i) circumstances arising after the service has been completed, e.g., the client changed or moved security devices placed by Ramudden; (ii) the client providing erroneous, ambiguous or incomplete information; (iii) client or third neglect; or (iv) other circumstances beyond Ramudden's control.

(d) If the client claimed an error regarding the service, and it later turns out that there is no error for which Ramudden is responsible, then Ramudden is entitled to compensation for work incurred while rectifying the reported error pursuant to the same terms and conditions as for the service in general.

(e) Ramudden is not liable for errors in the service beyond what is stated in this paragraph 10.

11. **Price**. All prices, rates, fees, and other remuneration are exclusive of VAT.

12. **Invoicing and payment.** Ramudden is entitled to invoice the client every two weeks. The client must pay Ramudden's invoices no later than 30 days from the invoice date. If late payment occurs, then Ramudden is entitled to (i) interest on late payment of reference rate +10% per annum; (ii) compensation for the issued payment reminder; and (iii) a late-payment fee consisting of a legislated amount (currently SEK 60). Ramudden may also discontinue execution of its obligations under the contract until full payment is received.

13. **Force majeure**. The parties are exempt from penalty for any failure or delay in execution of their obligations arising from (or caused by) unforeseen circumstances or forces be-yond their control, including extreme weather conditions: fires, droughts, flooding, extreme temperatures; civil or military disturbances: terrorism, requisition, embargo, riots; currency restrictions; scarcity of raw materials and resources; general scarcity and energy supply restrictions; strikes, work/transport stoppages; interruptions, loss, or malfunctions of utilities and telecommunications and IT (software and hardware) services.

If a party wishes to claim exemption, then the party shall immediately notify the other party when the force majeure commenced and when it is expected to cease. If the party fails to provide such notice, the party forfeits the right to claim the circumstance as grounds for exclusion.

Execution time for the relevant obligation shall be extended by the same number of days as the force majeure was ongoing. Regardless of what otherwise applies under the contract, either party may terminate the contract by submitting written notice to the other party if execution of the contract is postponed by more than 6 months due to a force majeure.

14. **Liability limitations.**

(a) Ramudden is only responsible for direct damage that arises due to Ramudden's negligence. Ramudden is not responsible for indirect damage such as delivery delays, downtime, outages, production loss, usage lost, data/information loss, contract loss, profit loss, or other consequential financial loss.

(b) Ramudden's total liability under the contract shall not exceed the lower of (i) the total amount paid by the client to Ramudden during the contract at the time of the loss, and (ii) SEK 2,000,000.

(c) The client is not entitled to impose other sanctions on Ramudden's breach of contract than those expressly stated in the contract.

15 **Cancellation**. The client may, at any time, cancel the parts of the service that were not yet performed. If, however, the client cancels, then Ramudden may charge the client for lost profit and for non-recoverable costs such as preparation work and costs for subcontractors and for materials that were ordered without the possibility of cancelling the order without charge.

16. **Early cancelation**. Ramudden may cancel the contract (effective immediately) if the client:

(a) violates the contract or applicable law and does not resolve the situation (if resolution is possible) within 10 days from Ramudden's written request for correction, or

(b) does not pay within the specified time, suspends its payments, commences negotiations for settlement with its creditors, files bankruptcy, submits an application for corporate reconstruction or financial settlement or similar, closes its business, liquidates, or if Ramudden for other reasons decides that there is a risk that the client will not fulfill its obligations under this contract.

17. **Intellectual property rights (IPR).**

(a) IPR usage. The client understands that Ramudden may, for service execution, use products, materials, or methods associated with intellectual property rights owned by Ramudden or third parties. The contract does not imply that such intellectual property rights are transferred to the client or that the client otherwise acquires the right to use such intellectual property rights.

(b) Ownership of results. Ramudden hold ownership rights (including intellectual property rights) to all reports, descriptions, specifications, documents, illustrations, models, lists, marketing materials, and other documentation (regardless of medium) that is produced or delivered by Ramudden within the framework of the service.

(c) Client's right to use results. Subject to the client paying full payment as per the contract, Ramudden grants to the client a non-exclusive, limited license to use documents submitted by Ramudden to the client for purposes pursuant to the contract and applicable law. The client may not transfer, relicense, publish, or otherwise make such documents available without first obtaining Ramudden's written consent. Such consent shall not be unduly denied on the condition that the parties reach an agreement on the terms regarding the client's use of documents handed over by Ramudden.

18. **Remaining provisions**. Contract provisions (by nature or specifically stated in the contract) which are intended to continue after contract expiration shall do so, including (but not limited to) paragraphs 19 and 21 in this general terms and conditions document.

19. **Applicable law and dispute settlement.** Swedish law shall apply to the contract. Disputes arising from this contract, where the parties do not agree in writing on arbitration, shall be arbitrated in proceedings administered by the Stockholm Chamber of Commerce's Arbitration Institute (SCC). Rules for simplified arbitration shall be applied unless the SCC decides that standard arbitration rules shall apply (after accounting for the severity of the case, the value of the dispute object, or other circumstances). In the latter case, the SCC shall also decide whether the arbitration panel shall consist of one or three arbitrators. The seat of the arbitration proceedings shall be Stockholm. The language of the proceedings shall be Swedish.

Arbitration proceedings that were invoked with reference to this arbitration clause shall be subject to confidentiality. Confidentiality covers all information revealed during the hearing and the decision

or arbitration that is announced in connection therewith. Information covered by confidentiality may not be passed on to third parties without prior written consent from the other party. But a party shall not be prevented from forwarding such information to best exercise its right against the other party due to the dispute, or if a party is obliged to provide such information pursuant to the laws, regulations, authority decisions, stock exchange contracts or the like.