

## ANALYSCENTRUM, CASCO PRODUCTS AB

# GENERAL CONDITIONS

The general terms of agreement, stated below by Analyscentrum, Casco Products AB, are applicable to all assignments undertaken by Analyscentrum.

### 1 Scope and implementation Of assignment

- 1.1 Analyscentrum is responsible for carrying out the assignment entrusted to Analyscentrum in accordance with the manner and terms stated in an offer or confirmation of an order.
- 1.2 Should Analyscentrum wish to engage a subconsultant to perform a certain part of the assignment, this may only be done with the approval of the client, unless it is a matter of a routine nature or one of minor importance.
- 1.3 Analyscentrum shall follow the time schedule indicated in the offer or confirmation of an order. Analyscentrum is, however, entitled to an extension of time if a delay is due to circumstances beyond the control of Analyscentrum and has consequences Analyscentrum could not reasonably be expected to have eliminated.
- 1.4 It is the client's responsibility to give Analyscentrum all necessary information about conditions and facts in other respects, which are required for the performance of the work.
- 1.5 If the client does not cooperate in the performance of the assignment to the extent that is expected, Analyscentrum is not responsible for incompleteness of results or for any postponement of delivery date, which this may lead to. In such case and also in case of cancellation and changes in time schedule, Analyscentrum is entitled to compensation for costs thus incurred.

### 2 Test objects and technical material

- 2.1 Unless otherwise agreed, test objects and technical supporting documentation shall have been received by Analyscentrum at the latest one week before the day when test preparations or testing are to be started.
- 2.2 The client shall clearly specify how samples shall be stored.
- 2.3 Test objects, not having been subject to destructive testing, will normally be stored for one month after the date of report if nothing else is agreed.

### 3 Transports

- 3.1 Test objects shall be delivered free Analyscentrum.
- 3.2 Return transports are ordered by Analyscentrum at the client's expense and risk unless otherwise agreed.
- 3.3 By order of the client in each specific case Analyscentrum will undertake to effect a transport insurance.

### 4 Ownership and utilisation rights

- 4.1 Analyscentrum has the ownership of file-copies of the documentation within the scope of the assignment.
- 4.2 The client has the right to utilise the results of the assignment for the purpose intended or specially agreed upon. The client shall use the results of the assignment in such a way that they cannot be misinterpreted or be otherwise misleading.

### 5 Confidentiality

- 5.1 Total security of confidentiality is assured for the assignment if not otherwise agreed.

### 6 Liability

- 6.1 Analyscentrum shall be liable, subject to the limitations specified below, for any damage Analyscentrum may cause the client to suffer as a consequence of carelessness or negligence. Analyscentrum shall not be responsible to the client for any claims involving product liability.
- 6.2 Analyscentrum's responsibility for damages in consequence of the assignment covers only direct damage that the client has been caused and is limited to the total remuneration for the work.
- 6.3 There is no liability for payment of compensation for minor damage. Minor damage is defined as damage whose value does not exceed 50 % of the so called "basic sum" according to the Swedish law of general insurance, at the time the agreement was made. There is also no liability for payment of compensation for indirect damage including, but not limited to, lost business opportunities and profits.
- 6.4 Claims against Analyscentrum on account of effected assignments shall, in order to be considered, have been put in to Analyscentrum, in writing,

within 6 months after the assignment has been completed or otherwise terminated.

- 6.5 The client is responsible for having access to sufficient expert knowledge for the evaluation and use of the results of the assignment. At uncertainty about how to evaluate the results of the assignment, the client is responsible for consulting Analyscentrum.

### 7 Force majeure

- 7.1 Analyscentrum is released from the liability to pay damages or to fulfil the agreement if the fulfilment is hindered, or becomes unreasonably burdensome, in consequence of industrial action and circumstances beyond the control of Analyscentrum, such as war, mobilisation, strike, lockout, blockage, fire, major machine damage or similar events.

### 8 Remuneration

- 8.1 Analyscentrum's remuneration consists of a fee and a special remuneration.
- 8.2 The fee is either variable or fixed. The cost for a subconsultant will be included if nothing else is agreed.
  - a) The variable fee is based on time used or on other basis agreed upon. The rates currently in effect at Analyscentrum should be applied for this.
  - b) The fixed fee is according to the offer, order confirmation or other agreement. When an assignment is enlarged or reduced and/or when the time schedule ordered or accepted by the client is changed due to the fact that the client changed the conditions for the assignment, thereby affecting the work of Analyscentrum to more than a small extent, an agreement on a new fee shall be made. If agreement on a new fee cannot be reached, an addition to, or a reduction of the fixed fee agreed upon shall be made on the basis of the calculated or actual working time spent, at the rate in accordance with the current hourly rates in effect at Analyscentrum.
- 8.3 A special remuneration is payable if in accordance with the following points.
  - a) For travelling expenses and daily allowances. Of these the mileage and the daily allowances are charged according to the rates in effect at Analyscentrum. Hotel costs and other travelling costs are charged at cost price.
  - b) For other expenditures concerning special material, customs duty etc. These are charged at cost price.

- 8.4 Value-added tax is payable according to Swedish law.

### 9 Conditions of payment

- 9.1 Payment shall be by Analyscentrum within 30 days from the invoice date. After due date of payment, penalty interest is payable, calculated according to the current Swedish official discount rate with the addition of eight percentage units. Analyscentrum is, however, always entitled to deliver the test results cash on delivery or to ask for payment in advance.
- 9.2 For assignments not calculated to be finished within a month from the date of acceptance, or calculated to have a total remuneration value of at least 50 000 SEK, Analyscentrum has the right to invoice the client by running account, for an amount corresponding to the work carried out.
- 9.3 Analyscentrum is entitled to retain the property of the client until the client has fulfilled his liability of payment to Analyscentrum.

### 10 Disputes

- 10.1 Disputes regarding the application of this agreement or legal relations arising from it shall be definitely settled by arbitrators according to the Swedish law regarding arbitration and to the rules of Stockholms Handelskammarens Skiljedomsinstitut. The arbitration procedure shall take place in Stockholm.

### Revision of this document

This document was revised 07/22-2002. The latest edition of the document can be downloaded from Analyscentrum's website:

English: <http://www.analyscentrum.com/villkorenq.pdf>

Swedish: <http://www.analyscentrum.com/villkor.pdf>