



**GENERAL TERMS AND CONDITIONS
THE SWEDISH DEFENCE MATERIEL ADMINISTRATION**

1. Introduction

1.1 These general terms and conditions apply to the supply of goods and services to the Swedish Defence Materiel Administration ("FMV") or, if it follows from the contract, to the Swedish Armed Forces ("SwAF"). They apply to single purchases as well as framework agreements. Deviations from these terms must be agreed in writing in order to be valid.

2. Definitions

2.1 The term "the contract" means the main document (from which reference has been made to these General terms and conditions or to which these General terms and conditions otherwise apply) of the contract, or if applicable the framework agreement, appendices and sub-appendices, including these General terms and conditions.

2.2 The term "the Contracting Authority" means either FMV or SwAF, depending on who is the party to the contract.

2.3 The term "the Contractor" means the one who has entered into the contract with the Contracting Authority.

2.4 The term "the Product/Service" means what is to be delivered according to the contract.

3. General requirements on the performance of the Contractor

Use of the Product/Service, etc.

3.1 The Contractor shall be well aware of the intended environment of application and mode of use of the Product/Service and shall guarantee that the Product/Service is well suited to its purpose. Data, documentation and information provided by the Contractor, or anyone assigned by the Contractor, shall be complete and correct. The Contractor shall without delay inform the

Contracting Authority on circumstances that may impact the fulfilment of the contract.

3.2 The Contractor shall deliver the Product/Service in good faith and with due care, in accordance with the contract and the detailed instructions by the Contracting Authority, as well as generally act in the best interest of the Contracting Authority. If the Contracting Authority changes the Contractor to another contractor in a new contract, the Contractor is obliged to, during a transitional period, cooperate with and/or submit necessary data and information to the Contracting Authority or to the contractor designated by the Contracting Authority.

Legal compliance and ethical approach

3.3 The Contractor shall possess the know-how and resources necessary to fulfil the contract as well as the valid and for the line of business required licenses for production, operation, sales, transport and everything that is required to deliver the Product/Service in accordance with all applicable laws and regulations. The Contractor shall deliver the Product/Service in a professional manner, comply with all laws and other regulations, including ordinances, rules and regulations by authorities, and generally adhere to ethical norms and practice, including in the areas of the environment, human rights, working conditions, anti-corruption, anti-discrimination and diversity. The Contractor shall also ensure that its subcontractors adhere to ethical norms and practice in the mentioned areas.

Health and safety

3.4 The Contractor shall be responsible for ensuring that the Product/Service meet safety requirements specified by law, ordinance or regulations issued by supervisory authorities at the time of delivery. During the time that the Contracting Authority personnel are present on the premises of the Contractor, the Contractor is responsible for co-ordination of measures to protect health and safety and prevent accidents. The Contracting Authority has the corresponding responsibility for co-ordination when the personnel of the

Contractor is present at the Contracting Authority. The parties each undertake in respect of their personnel to inform said personnel of the duty to follow the instructions which the other party issues for the purpose of preventing health and safety issues and accidents at work.

4. Delivery of the Product/Service

4.1 The Contractor shall deliver the Product/Service in accordance with the terms and conditions and the delivery date stated in the contract.

4.2 The Product/Service and its packaging shall be clearly labelled with contract number/purchase order number and/or in accordance with what is otherwise stated in the contract.

4.3 The Contracting Authority shall be able to inspect the Product/Service at the delivery date stated in the contract.

5. Delay and liquidated damages

5.1 "Delay" means the Contractor has not delivered the Product/Service at the time of delivery or by the delivery time stated in the contract.

5.2 If the Contractor anticipates that the time of delivery or the delivery time in the contract cannot be met, the Contractor shall immediately in writing notify the contract manager of the contract (point of contact) at the Contracting Authority. The Contractor shall state the reason for the delay and, if possible, the point in time when delivery is estimated to be made.

5.3 If the Contractor fails to give notice according to the above, the Contracting Authority is entitled to compensation for the direct costs which could have been avoided if the notice had been given in due time, in addition to liquidated damages according to the following.

5.4 The Contracting Authority is, for every seven (7) day period of delay commenced, entitled to liquidated damages equal to one (1) per cent of the price for the delayed part, excluding any price adjustments, up to a maximum of twelve (12) per cent of the price.

5.5 The Contracting Authority has the right to, at its own discretion, obtain the amount of the liquidated damages either by deduction from the price payable or by claiming the amount separately to be paid by the Contractor. If such a separate claim is made, payment shall be made

within thirty (30) days from the day the claim is made.

5.6 Delay is not applicable where the Contractor is delayed or hindered to deliver the Product/Service due to circumstances for which the Contracting Authority is responsible or due to a force majeure event as defined in the contract. In such cases, the Contractor is entitled to extend the delivery time corresponding to the duration of the due cause for the delay.

6. General conditions on invoicing

Basic conditions for invoicing

6.1 The Contractor is entitled to invoice the Contracting Authority at the earliest the day when the delivery that the invoice regards has been completed as prescribed by the contract. Terms and conditions incorporated unilaterally by the Contractor in the invoice shall not be binding on the Contracting Authority. Should a dispute arise between the parties regarding an invoice, the Contractor shall nevertheless continue the performance of the Product/Service according to the contract. The Contractor may not charge any invoice administration fees or similar fees.

6.2 Payment is due within thirty (30) days of receipt of the invoice by the Contracting Authority. According to the Swedish Act (1975:635) on interest (Swe. *räntelagen [1975:635]*), the Contractor has a statutory right to interest on, and other statutory compensation for, late payments on uncontested invoiced amounts. Such interest and/or compensation shall be invoiced separately.

Requirements on the content of the invoice and other information to be provided in connection with invoicing

6.3 The invoice shall state whether it regards partial or final payment, the contract reference number (Contracting Authority designation), officers/contact persons in the contract, the recipient of the delivery, the contact information of the Contractor, and the information about the recipient of the payment needed to pay the invoice (name of the bank, address of the bank, name and address of the account holder, account number, clearing number and codes for SWIFT/BIC, IBAN and ABA/Routing).

6.4 The invoice shall contain the information that the Swedish Act (1994:200) on value added tax

(Swe. *mervärdesskattelagen [1994:200]*) requires (that is date of issue of the invoice, sequential number of the invoice, the VAT [value added tax] registration number of the Contractor, the name of the Contractor, the address of the Contractor and the corresponding information of the Contracting Authority, the designation of the delivery invoiced and information on quantity and nature of the delivery, time of delivery in the contract, actual day of delivery, taxable amount for VAT purposes [price], VAT amount and VAT rate applied, currency and the other special information required by the law). If the delivery includes goods, or parts or services therein, from abroad, the Contractor is obliged to provide the Contracting Authority and other Swedish authorities with the information required for the reporting of VAT and duties (such as, if applicable, information about where the transport of the delivery started and ended).

6.5 The invoice shall not be deemed to have been received by the Contracting Authority until the information required above has been submitted.

7. General conditions on warranty

Defect

7.1 "Defect" shall mean (i) any divergence from what has been agreed between the parties with regard to the assignment, construction, material, function, manufacturing, work or any other element included in the Product/Service (ii) divergence from what the Contracting Authority had justifiable reason to expect from the Product/Service where the divergence affects its intended use or purpose, or (iii) the Product/Service not being performed or manufactured in good workmanship or with the due care and attention that the Contracting Authority had reason to expect.

Warranty period

7.2 The Contractor warrants that the Product/Service is free from defect and is liable for defect discovered by the Contracting Authority within one (1) year from the day of delivery of the Product/Service or, if no day of delivery has

been defined in the contract, the day the delivery was completed.

Period for making a warranty claim

7.3 The Contracting Authority shall file a warranty claim to the Contractor within three (3) months from discovery of the defect by the Contracting Authority.

Remedy

7.4 The Contractor shall promptly and at its own expense remedy any defect. If the Contractor fails to remedy the defect promptly, the Contracting Authority is entitled to remedy the defect itself or have the defect remedied at the risk and expense of the Contractor. Should the defect be of a nature that makes it not suitable to conduct the repairs or other work where the Product/Service is located, the Contracting Authority will send the faulty part to the Contractor at the risk and expense of the Contractor.

Extended warranty period

7.5 If the defect is remedied by a new delivery of the Product/Service, the warranty applies to the new delivery under the same terms and conditions as the original Product/Service for a period of one (1) year from the day the new delivery was made. For other parts of the Product/Service, the warranty shall only be extended by the equivalent time to the time during which the Product/Service was of no use due to the defect.

Limitations to the warranty

7.6 The Contractor shall not be liable for defects that it can demonstrate are due to circumstances for which the Contracting Authority is responsible.

7.7 The scrutiny and approval by the Contracting Authority of the proposals, measures and/or actions of the Contractor does not exempt the Contractor from liability for defects.

7.8 Irrespective of what is stated above in this section, the warranty obligations of the Contractor do not apply to any part of the Product/Service for longer than two (2) years from the start of the original warranty period.

8. Title and right of use, Data etc. (right of use of the Contracting Authority for specified purposes)

Definition of Data

8.1 "Data" below means, regardless of its format, documentary characteristics or of its method of production, and includes, but is not limited to: specifications, drawings and drawing processes, inventions and discoveries regardless of them being patentable or able to be protected in other ways, patents, technical descriptions and other work of technical nature, technical data and production data, source code, processes, know-how, trade secrets, commercial documents and plans, handbooks, manuals, instructions, descriptions and similar information regarding the Product/Service.

Title

8.2 The Contractor shall retain the property rights to all Data emanating from the Contractor or its subcontractors when carrying out the contract.

8.3 Data submitted by the Contracting Authority shall remain the property of the Contracting Authority. However, Data owned by a third party and submitted by the Contracting Authority to the Contractor shall remain the property of the third party. Without the written consent of the Contracting Authority, the Contractor may not use, copy or reproduce such Data, with the exception of internal use only when submitting tenders to the Contracting Authority or carrying out work for the Contracting Authority.

8.4 Property rights and rights of use to Data emanating from the Contractor or its subcontractors when carrying out the contract are not to be transferred or granted to a third party without the written consent of the Contracting Authority. Should the Contractor transfer or grant other Data, it shall reserve the rights of use of the Contracting Authority.

Right of use

8.5 Without restrictions in terms of time or geographical location, the Contracting Authority shall have an unlimited right to, for its own needs and for the needs of other Swedish government bodies within the sphere of activities of

the Ministry of Defence, including participation in international operations and other international cooperation – without charges and restrictions due to intellectual property rights – be entitled to freely use and have others use Data emanating from the Contractor or its subcontractors when carrying out the contract. This right of use also comprises the Data produced in other contexts to the extent necessary to use the Product/Service for the end and purpose of the contract.

8.6 The right to freely use above includes a right to use and have others use Data for procurement, development, modification, operation, maintenance and manufacturing.

8.7 To the extent the Product/Service consists of only goods that the Contracting Authority has not financed the development of and that have not been specifically developed for the Contracting Authority, the abovementioned right to freely use Data is limited to use for the following purposes: conducting assembly, installation, activation, operation and maintenance (including current repairs) and procurement. If, however, the mentioned extent (the goods or part of the goods) has been specifically developed for the Contracting Authority and the Contracting Authority has financed the development, the right to use freely according to the above applies to that part without any limitation to certain purposes.

8.8 The right of use furthermore includes the right to, in whole or in part, copy, reproduce, compile and translate Data to the extent the Contracting Authority finds necessary for the stated use.

8.9 The Contracting Authority shall when transmitting Data to another party notify the receiving party about the proprietary title of the Contractor.

Patent

8.10 The Contractor undertakes to notify the Contracting Authority of an invention patentable in Sweden emanating at the Contractor or its subcontractors while carrying out the contract. The Contracting Authority shall, to the extent it wishes, for its own needs and for the needs of other Swedish government bodies within the sphere of activities of the Ministry of Defence,

obtain a right to freely use the invention or any patents on the invention. The right of use for patentable inventions shall include the right to use and have others use Data for procurement as well as development, modification, further development and manufacturing. The right of use shall also include the right of the Contracting Authority to sell or transfer devices it has acquired by invoking the mentioned right.

- 8.11 The Contractor is for the assignment entitled to receive compensation up to one third (1/3) of the basic price amount (Swe. *prisbasbelopp*) at the time of the assignment, if the Contractor or its employee is the sole inventor. In case there are more inventors, the right to receive the mentioned amount shall be divided equally among the inventors.
- 8.12 “Basic price amount” above means what is defined as such and published by Statistics Sweden (Swe. *SCB [Statistiska centralbyrån]*) at: <https://www.scb.se/en/finding-statistics/statistics-by-subject-area/prices-and-consumption/consumer-price-index/consumer-price-index-cpi/pong/tables-and-graphs/price-basic-amount/price-basic-amount/>

Delivery of Data

- 8.13 Unless otherwise agreed by the Contractor and the Contracting Authority, the Contractor shall deliver Data to the Contracting Authority in the format required by the Contracting Authority, on demand or no later than in connection with the final delivery date. At that time, the Contractor shall also deliver a detailed list and description of the program development environment, related to the above-mentioned Data, which was used when carrying out the contract.
- 8.14 Further, the Contractor shall no later than at the time stipulated in the preceding paragraph, deliver to the Contracting Authority a corresponding list of Data necessary for exercise by the Contracting Authority of its right of use for the purposes specified above but which has been produced by the Contractor or another party in another context and to which Data the Contracting Authority does not have ownership or right of use pursuant to previous contracts.

Assistance in use etc.

- 8.15 The Contractor shall at the request of the Contracting Authority, under a specific agreement, to a reasonable extent, provide assistance to the Contracting Authority, or to other contractors contracted by the Contracting Authority, when using Data or for activation of work as a result of an assignment or grant of the right of the Contracting Authority to the Data.

Acquisition of additional right of use

- 8.16 Following a separate agreement with the Contractor, the Contracting Authority shall be entitled to acquire the right of use to Data which is not covered by the ownership or right of use of the Contracting Authority pursuant to the above. In determining the remuneration, consideration shall be taken to the extent to which the Contracting Authority has previously contributed to the creation of the Data.

9. Infringement of intellectual property rights

- 9.1 The Contractor shall secure the necessary intellectual property rights and that the use thereof by the Contracting Authority as well as its potential transfer and assignation of Data pursuant to the conditions in the contract for title and right of use does not infringe upon the rights of third parties.
- 9.2 The Contractor shall indemnify the Contracting Authority and/or other users in case of potential claims of infringement of intellectual property rights.
- 9.3 The Contractor shall, in case of claims of infringement, at its own expense either make the necessary modifications in order to avoid infringement, or reach an agreement with the rightholder of the intellectual property rights. If modifications are made, the Contractor shall ensure that the agreed functionality, performance and usability will not be impaired and that future use will not be subject to increased costs.
- 9.4 If the Contracting Authority invokes the responsibility of the Contractor, the Contractor shall at its own expense assist the Contracting Authority in potential proceedings where action is taken

against the Contracting Authority or against other users.

9.5 The parties shall keep each other informed of claims of alleged infringement of intellectual property rights.

10. Right to defence inventions

10.1 To give the Contracting Authority a possibility to protect defence materiel inventions as well as safeguard the rights of the Swedish Government in accordance with the Swedish Act (1971:1078) on defence inventions (Swe. *lagen [1971:1078] om försvarsuppfindingar*), which is applicable to inventions that specifically regard war material, the Contractor undertakes:

- a. to notify the Contracting Authority of any application for patents regarding inventions made by the Contractor or its subcontractors when carrying out the contract, by sending the Contracting Authority a copy of the mentioned application at the same time as when the application is sent to the patent authority,
- b. not to apply, without the written consent of the Contracting Authority, for a patent abroad (outside of Sweden) regarding an invention that can be considered to constitute a defence invention (regarding war material) to be kept confidential and that is made by the Contractor or its subcontractors when carrying out the contract,
- c. neither to apply to the Inspection Board for Defence Inventions (Swe. *Granskningsnämnden för försvarsuppfindingar*) for the Swedish Government to take over the right to an invention that has been declared confidential, and which is made by the Contractor or its subcontractors when carrying out the contract, nor to claim specific compensation for damage caused by having to keep a defence invention (regarding war material) confidential.

11. Consultants and hired personnel

General

11.1 This section applies, unless otherwise is stated specifically, for contracts regarding consultants or hired personnel.

11.2 “Consultant” means a person who performs a task, including delivery of a certain result, assigned by the Contracting Authority.

11.3 “Hired personnel” means personnel made available to the Contracting Authority.

Exchange of personnel

11.4 Consultant/personnel may not be exchanged without the written approval of the Contracting Authority. Such approval may not be refused without objective reasons. The Contractor shall be responsible for all costs and time spent as a consequence of exchange of consultant/personnel, such as costs for information and training. The replacing consultant/personnel shall possess the same competence in the relevant field as the replaced consultant/personnel and the Product/Service shall not suffer from the exchange.

11.5 The Contractor is obliged, without unreasonable delay, to replace consultant/personnel, if the Contracting Authority so requests and has objective reasons for its request, such as the consultant/personnel lacking the required skills or cooperating difficulties occur.

11.6 The above shall also apply to personnel if the contract essentially consists of services.

Special conditions if the remuneration in the contract regards consultants or hired personnel

11.7 The remuneration for the Product/Service follows from the contract. The contracted prices exclude VAT and other taxes.

11.8 The Contracting Authority does not specifically reimburse the Contractor for any expenses if fixed price has been contracted. In cases of other contract types all expenses such as travel expenses and other verified expenses shall be necessary for carrying out what is included in the

Product/Service and approved in writing by the Contracting Authority.

11.9 Holiday allowance, overtime compensation and compensation for on-call and emergency preparedness are not reimbursed by the Contracting Authority unless the parties have agreed in writing on such reimbursement.

11.10 Consultant/hired personnel is employed by the Contractor and no employment relationship shall be considered to arise between the Contracting Authority and the consultant. The Contractor is thus responsible for all fees and taxes associated with the employment of the consultant.

Invoicing of consultant or hired personnel

11.11 Invoicing of work performed by a consultant or hired personnel shall show the extent of the performed work, the period of time when it was performed and approved costs and compensations agreed in writing.

11.12 If the invoice refers to work done by a consultant or hired staff according to cost-reimbursement contract, the invoice shall show the number of hours worked and the hourly rate per consultant/hired personnel, as well as consumed material/materiel, if any, and a status report of the invoicing to date and remaining contract price payable (in total as well as per position, the invoiced amount and the amount remaining up to the ceiling price).

Amendments of and additions to contract regarding consultant assignments or hired personnel

11.13 The Contracting Authority is entitled to gradually and, if applicable, within the scope of the laws on procurement, amend the specifications or the scope of the Product/Service. The request for amendment shall be brought forward in writing to the Contractor through its contact person. The Contractor may not refuse the request for amendment of the Contracting Authority unless the Contractor can demonstrate objective reasons for such a refusal. The amendments shall be incorporated in the contract.

11.14 The Contractor shall offer prices in respect of amendments and additions in the same price format and price level as the original contract so

that the new price agreement can be drafted as an addition to, or deduction from, the agreed price. The Contractor shall give the Contracting Authority reasonable time for consideration and inform the Contracting Authority of the deadline for making a decision if such deadline is critical in respect of delivery pursuant to the contract. The Contractor shall contribute to ensuring that the impact on costs and time schedules is as favourable to the Contracting Authority as possible.

11.15 The Contractor is not entitled to claim compensation for any amendment or any addition that has not been jointly agreed by the parties in accordance with the conditions above.

12. Handling of personal data

12.1 The Contractor bears the responsibility of ensuring that all handling of personal data by the Contractor is carried out in accordance with relevant legislation.

12.2 In order for the Contracting Authority to be able to fulfil its obligations under the contract, the Contracting Authority, to the extent stated in the contract, needs to process certain personal information about the personnel of the Contractor, such as name, address, e-mail address and telephone number. The Contractor undertakes to, in accordance with the provisions of Article 14 in the EU General Data Protection Regulation, (EU) 2016/679, inform personnel involved in the commissioned work that the Contracting Authority is carrying out this processing of personal data.

13. Cancellation for default

13.1 Each party has the right to cancel the contract, or part thereof, with immediate effect in case of material breach of the contract by the other party.

13.2 In addition, the Contracting Authority is entitled to cancel the contract, or part thereof, with immediate effect if:

- a. the delivery is not completed or is completed too late and this is not due to circumstances for which the Contracting Authority is responsible, and the delay exceeds the original

- delivery time by more than one-third (1/3) or the delay exceeds three (3) months.
- b. the delivery is defective and this is not due to the Contracting Authority or to circumstances related to the Contracting Authority, and the failure can be regarded as material breach of contract, as well as the Contractor not having remedied the defect within thirty (30) days from the date the Contracting Authority notified the Contractor of the defect.
- c. the Contracting Authority has reasonable cause to suppose that a breach of contract pursuant to a or b above, conferring entitlement to cancellation, will occur in respect of a future delivery.
- d. the Contractor is declared bankrupt, initiates composition proceedings or is put in liquidation or is otherwise assumed to be insolvent.
- e. the Contractor has provided incorrect information, in the tender or some other way, in connection to the procurement and this information was not of insignificant importance to the Contracting Authority when signing the contract.
- f. it is found that the Contractor, its subcontractors or a representative of either of them, according to a final ruling, is convicted of a crime which according to procurement law shall entail exclusion of the Contractor.
- g. it is found that the Contractor has not fulfilled its obligations regarding payment of taxes or social security contributions in its own country or in the country where the procurement takes place, and this has been established by a binding court decision or authority decision that has gained legal force.
- h. it is found that the Contractor no longer fulfils the mandatory requirements stated in the procurement and, according to the tender, the fulfilled award criteria, and this deficiency is not insignificant.
- 13.3 If delivery shall take place by means of specific part-deliveries and the Contracting Authority cancels the contract in respect of a part-delivery, the Contracting Authority may at the same time cancel the contract in respect of part-deliveries already made or to be made at a later date, if, as a consequence of the fact that the part-deliveries are dependent on each other, the Contracting Authority would suffer serious inconvenience by abiding by the contract in respect of these part-deliveries.
- 13.4 Cancellation according to above shall only be valid by notifying the other party in writing.
- 13.5 In case the Contracting Authority according to the above cancels the contract or part thereof, the Contractor shall account for all deliveries made in a final report to the Contracting Authority.
- 13.6 In case the Contracting Authority cancels the contract or part thereof according to above, the Contractor shall be liable to compensate the Contracting Authority for any damage or loss resulting therefrom.
- 14. Damages and limitation of liability**
- 14.1 A party is liable for loss, damage or injury it causes the other party due to breach of contract, safety defects in goods or negligence.
- 14.2 A party is not liable for indirect loss or damages, unless the party has caused the loss or damage by intent or gross negligence.
- 14.3 The compensation is limited to the higher of one hundred (100) per cent of the combined total contractual price for the Product/Service, excluding price reductions, or five million (5 000 000) SEK.
- 14.4 The limitation of liability does not apply to damages that a party is liable for due to (i) infringement of intellectual property rights, (ii) environmental claims made in accordance with applicable environmental law and/or (iii) cancellation for default. The limitation of liability also does not apply in case of intent or gross negligence.
- 14.5 If a claim for damages covered by the liability above is made by a third party against one of the parties to this contract, the other party shall be notified immediately in writing. Subject to the limitations of this paragraph, the responsible party shall indemnify the other party in respect of any kind of costs and damages that the latter party may incur as a result of a claim or lawsuit regarding said liability. The responsible party or another person representing him shall have the right and obligation to participate in litigation

and conciliation negotiations regarding such a claim in accordance with applicable law.

- 14.6 The Contractor is not entitled to additional compensation for late payment other than stated in the contract for invoicing and payment.

15. Termination for convenience

- 15.1 The Contracting Authority is entitled to terminate, in whole or in part, this contract without stating any reason. What is stated with regard to the contract also applies to individual orders from a framework agreement. If such termination does not constitute an exercise by the Contracting Authority of its right of cancellation for default pursuant to the contract, the Contractor shall be entitled to receive reasonable compensation for costs incurred up until the time of termination plus reasonable profit thereon, as well as reasonable compensation for costs for the resources directly used for winding-up purposes. However, the total compensation may not exceed the amount payable under the contract with deductions of what has already been paid. Work carried out by the Contractor up until the time of cancellation, plus tools produced, semi-finished products and material/materiel, shall be handed to the Contracting Authority at no extra cost if the Contracting Authority so requests.

- 15.2 Termination according to above shall be done in writing. Winding-up shall take place without delay and the Contractor shall take all necessary measures to minimise all costs. The Contractor is not entitled to receive compensation for that which may be of use in the other operations of the Contractor, or for which the Contractor receives compensation in some other way.

- 15.3 The Contracting Authority shall be entitled, with the assistance of an authorised public accountant and/or another expert, to examine necessary data in order to assess the claim of the Contractor for compensation.

16. Force majeure

- 16.1 If either party is prevented from fulfilling its obligations under the contract due to events beyond the control of that party, it shall be relieved

from its obligations to perform under the contract if:

- a. the events arise after the contract has been concluded,
- b. they prevent the party from fulfilling its obligations under the contract,
- c. the party could not reasonably be expected to have taken the events into account at the time of the conclusion of the contract, and
- d. the consequences of the events could not reasonably have been avoided or overcome by the Contractor.

- 16.2 What is stated above applies provided the party or its subcontractor have not caused or contributed to the impediment.

- 16.3 What is stated with regard to the contract also applies to specific orders under a framework agreement.

- 16.4 The party wishing to invoke force majeure shall without unreasonable delay notify the other party in writing. A party may not invoke force majeure until the other party has been provided an opportunity to concertededly help the other party to overcome the problems. The prevented party shall make reasonable efforts to mitigate the extent and effect of the impediment and resume the fulfilment of its prevented obligations as soon as practically possible.

- 16.5 If the Contractor is prevented from fulfilling a substantial part of the contract for more than twelve (12) weeks due to force majeure according to above, the Contracting Authority is entitled to cancel the remaining deliveries under the contract with immediate effect. If the Contracting Authority decides to cancel, the Contracting Authority is entitled and obliged to accept such fulfilled parts of the contract which are non-defective deliveries that may, without needing to take extensive measures, be of use to the Contracting Authority. The Contracting Authority shall in such case recompense the Contractor and pay the agreed price for the active parts of

the contract. In case of cancellation, the Contractor is to account for all deliveries made in a final report to the Contracting Authority.

17. Assignment

- 17.1 The Contractor is not entitled to assign the contract without the prior written consent of the Contracting Authority. The Contracting Authority, however, is entitled to assign the Contract, or part thereof, to another Swedish state authority.

18. Amendments and additions

- 18.1 Requests for amendments or additions shall be made in writing to the contact person of the respective party. Amendments and additions shall be in writing and signed by an authorised representative of the respective party.

19. Dispute resolution and applicable law

- 19.1 Swedish law shall apply to all matters regarding this contract, regardless of whether conflict of laws principles prescribe the applicability of the law of another country.
- 19.2 Disputes regarding interpretation and application of the contract shall be settled by Stockholm District Court (Swe. *Stockholms tingsrätt*).
- 19.3 The Contractor may not stop or postpone the execution of the performance of its obligations pursuant to this contract on the grounds that dispute resolution proceedings have been applied for or are in progress.
-