

Special Terms and Conditions Sweden – Installation 2021

1. Applicability

- 1.1. These Special Terms and Conditions are to be applied when the Supplier has assumed a contractual obligation to perform the Installation of the Product or if the parties have agreed this in writing or in some other way. In addition to these Special Terms and Conditions, the Installation is also subject to the provisions in *XXX General Terms and Conditions* ('the General Terms and Conditions'), it being understood that that which applies to the Product also applies to the Installation.
- 1.2. 'Installation' means the Supplier's undertaking concerning technical Installation, including both hardware and software (depending on what the Product comprises), of the Product at the Customer's premises and, if specifically contracted, commissioning.
- 1.3. Product(s) means that which follows from the applicable General Terms and Conditions.
- 1.4. In these Special Terms and Conditions, the Contract means each individual contract between the Customer and the Supplier that covers Installation These Special Terms and Conditions and the General Terms and Conditions constitute an integral part of every such Contract.

2. Preparation for and implementation of the Installation

- 2.1. The Customer must, at its own expense, carry out all necessary preparatory works in accordance with the drawings, descriptions and instructions provided by the Supplier. Unless the parties have agreed otherwise, the Customer's works must have been completed no later than one week before the Installation is due to begin.
- 2.2. Unless agreed otherwise in writing, the Installation must be carried out during the Supplier's ordinary working hours. For any work that the Supplier, following consultation with the Customer, carries out at any other time, the Supplier is entitled to charge the amount applied by the Supplier for overtime work in addition to the agreed hourly rate.
- 2.3. The Customer must, unless agreed otherwise in writing, place the following at the disposal of the Supplier: (i) the necessary labour, (ii) water and power, (iii) satisfactory changing, laundry and dining rooms as well as the necessary lockable areas, (iv) the necessary equipment for the Installation, and (v) access to the areas in which the Installation is to take place. With a week's notice, the Supplier is to specify its current need for the necessary labour.

3. Timing of the Installation

- 3.1. After the Product has been delivered, when the Contract covers Installation, the Supplier is to carry out the Installation within three weeks of a written request thereto from the Customer, unless the Contract specifies otherwise. If the Installation is delayed, the provisions in Clause 6 and in the General Terms and Conditions apply.

4. Acceptance test and approval

- 4.1. The Supplier must notify the Customer when it has completed the Installation. Unless the parties have agreed otherwise in writing, within five days of receipt of such notification, the Customer is to have raised any justified objections with respect to the Installation. If no such objections are raised, the Customer is deemed to have approved the Installation. If any objection is raised and the Installation is not as specified in the Contract, the Supplier must ensure that the necessary corrections are

made as soon as possible unless the nonconformity is immaterial to the use of the Product.

- 4.2. The Customer is not entitled to start using the Product or any part of it before it has been approved. If, without the written consent of the Supplier, the Customer does start using the Product before it has been approved, the Customer is deemed to have approved the Installation.

5. Payment for Installation

- 5.1. Unless agreed otherwise, the Customer is to pay on a current account basis against monthly invoices in arrears from the Supplier. Payment is to be made against each invoice no later than 30 days after the invoice date. If payment is delayed, penalty interest on arrears will be charged from the due date. Penalty interest is charged at the statutory rate. The following items are charged separately:
 - (i) Agreed fixed fees
 - (ii) All travel expenses for the Supplier's staff, all expenses for the transportation of tools and personal belongings, all expenses for board and lodging and other subsistence expenses for the Supplier's staff during each day of absence from their place of residence, including days off work, weekends and public holidays.
 - (iii) Daily allowance according to the rules applied from time to time by the Supplier, which must not be excessive.
 - (iv) Payment for work during ordinary working hours.
 - (v) Payment for work outside ordinary working hours.
 - (vi) Payment according to the rate for ordinary working hours for time spent on (a) necessary preparations for outward and return travel (b) outward and return travel and other travel to which the staff are entitled by law or under a collective agreement in the Supplier's country, and (c) daily travel between their lodging and the place of the Installation.
 - (vii) Expenses for the Supplier for the provision of equipment, including remuneration for the use of the Supplier's own installation equipment and payment for materials as specified in sub-clause 5.3 below.
 - (viii) Payment for waiting time at the rate for ordinary working hours when work is prevented by circumstances for which the Supplier is not liable under the Contract.
 - (ix) Taxes and charges payable on the amount invoiced which must be paid by the Supplier.
- 5.2. The Supplier is entitled to change the agreed hourly rates every six months, starting six months after the Contract has been entered into.
- 5.3. If the Supplier incurs expenses for materials, etc., that are attributable to the Installation, the Supplier is entitled to separate payment for them.
- 5.4. If the Customer does not meet its payment obligation, the Supplier is entitled to stop all work or part thereof, and all deliveries of materials without sanction. The Supplier may also immediately issue an invoice for any work that has been carried out up until that point in time but not yet invoiced with terms of payment being ten days after receipt of the invoice, notwithstanding other provisions in these Special Terms and Conditions and notwithstanding any other agreements on payment terms. If the Customer is in default more than 30 days after the Supplier has requested in writing payment of the amount due, the Supplier may give written notice of termination of the Contract with the Customer with immediate effect.
- 5.5. The Customer is not entitled to withhold payment pending rectification of errors or defects.

6. The Supplier's liability for the Installation

- 6.1. Pursuant to sub-clause 1.1 above, the Supplier's liability also covers errors that are due to the Supplier having performed the Installation defectively, and the Supplier is liable for this as specified in the General Terms and Conditions. Delivery of the Product and the consequences of delays in relation to the Product are governed solely by the General Terms and Conditions, while delays to the Installation are governed by these Special Terms and Conditions. However, the applicable penalty clauses concerning delays in the General Terms and Conditions are to apply.
- 6.2. It is noted in particular that any damages paid or compensation for delays in respect of the Installation must be calculated only on the basis of payment made for the Installation which the claim concerns and not the price of the Product or any other calculation basis.
- 6.3. With the amendment to the General Terms and Conditions (sub-clause 6.3), the Supplier is liable for errors in the Installation for one year from that which follows from sub-clause 4.1 of these Special Terms and Conditions concerning approval and not from the date on which the risk for the Product passed to the Customer.
