



TULLFOKUS GENERAL TERMS AND CONDITIONS OF SERVICE

1. General

- 1.1 These general terms and conditions of service (the “Conditions”) shall apply in full on all services provided by TULLFOKUS to the Customer unless otherwise explicitly agreed in writing by TULLFOKUS. If TULLFOKUS and the Customer have entered into a separate written Customs Service Agreement regarding TULLFOKUS’s provision of services to the Customer, these Conditions shall apply in addition to the Customs Service Agreement to the extent they are not inconsistent with such agreement.
- 1.2 For the purpose of these Conditions, unless an applicable Customs Service Agreement stipulates the contrary, “TULLFOKUS” shall mean TULLFOKUS AB, the “Customer” shall mean the company which purchases services from TULLFOKUS.

2. Services

- 2.1 The services which the Customer shall have the right to call-off and which shall be provided by TULLFOKUS (the “Services”) are listed in a separate document (the “List of Services”).
- 2.2 TULLFOKUS shall at all times provide the Services in a timely and professional manner and in compliance with all applicable laws and regulations and the agreement between the Parties.
- 2.3 Unless otherwise explicitly stated, a Service shall be deemed completed once TULLFOKUS has submitted to the Customer the result of the Service.
- 2.4 TULLFOKUS shall have the right, whilst carrying out a specific Service, to perform such actions and work deemed necessary by TULLFOKUS in order to fulfill its commitment under a called-off Service, when prior to its performance such actions and work have been commonly considered with and agreed on with the Customer, and charge the Customer for any thereto related fees and costs, in addition to the fee for that Service set out in the List of Services under section 4.
- 2.5 TULLFOKUS shall have the right to refrain from carrying out a called-off Service if the performance of such Service will or could be contrary to any applicable legislation, without thereby incurring any liability whatsoever towards the Customer. If TULLFOKUS refrains from carrying out such called-off Service, it shall inform the Customer of the reason thereto.

3. Duties and Responsibilities of the Customer

- 3.1 The Customer acknowledges and agrees that the Customer has a duty to timely disclose any and all information required by TULLFOKUS in order for TULLFOKUS to perform the Services, and that TULLFOKUS rightly will be relying on such when providing the Services. The Customer shall further notify TULLFOKUS immediately and in full of any facts or circumstances which the Customer knows or could reasonably be expected to know are or could be of importance for the provision of the Services by TULLFOKUS, and promptly review all documentation and/or data and immediately notify TULLFOKUS of any inaccuracies, errors or omissions found therein.
- 3.2 The Customer is responsible for the accuracy and timeliness of all data and information provided to TULLFOKUS, even when the information and data originates from a third party, and is liable for all taxes, interest, penalties and other fees as may be assessed by the government for non-compliance, omissions, errors and audits. Except where precluded by the content of the Services, TULLFOKUS shall not be obliged to perform a specific investigation of the accuracy and completeness of the information provided by the Customer.
- 3.3 The Customer acknowledges that it shall solely be liable for any duty it may have for maintaining records required under the applicable customs and/or other laws and regulations, unless otherwise agreed to in writing. TULLFOKUS will only keep such records that TULLFOKUS is required to maintain by applicable laws and regulations pertaining to the business of TULLFOKUS, but TULLFOKUS shall not act as a record keeper or recordkeeping agent for the Customer.



3.4 The Customer shall promptly review the results of a performed Service and without undue delay, and in any event within one year after the Service has been completed, or any other timeframe stipulated by the Customs legislation, inform TULLFOKUS in writing of any claim it may have in relation thereto.

3.5 TULLFOKUS processes personal data in accordance with applicable law. The Customer is responsible for informing individuals who act on behalf of the Customer and who submits personal data to TULLFOKUS in connection thereto, such as the employees of the Customer and employees of the Customer's principal or other partners, of TULLFOKUS's personal data processing and integrity policy.

4. Fees and payment

4.1 The fees for Services (excluding VAT) are set out in the List of Services agreed upon between TULLFOKUS and the Customer, and as amended by TULLFOKUS from time to time upon prior agreement between the Parties.

4.2 The Customer shall pay TULLFOKUS for the Services within 10 days from date of invoice if not other terms are stated in the List of Services. All payments shall be made in the currency set out in the List of Services. TULLFOKUS shall upon late payment by the Customer be entitled to interest on the sum overdue from the due date until full payment has been made. The interest rate shall be calculated in accordance with § 6 of the Swedish Interest Act (1975:635) (Sw. räntelagen).

4.3 TULLFOKUS shall have the right to suspend further provision of the Services in case of the Customer's default of payment, and to request security for payment of further provision of the Services.

4.4 In the event that TULLFOKUS, whilst carrying out a specific Service, shall, on behalf of the Customer, pay taxes, customs duties and/or any other fees, the Customer shall pay such amount to TULLFOKUS prior to TULLFOKUS being required to pay such taxes, duties and/or fees. TULLFOKUS may charge the Customer a fee in case such taxes, duties and/or fees are paid by TULLFOKUS on behalf of the Customer.

5. Cancellation and deferral of called-off Services

5.1 The Customer shall have the right to cancel any called-off Service by giving TULLFOKUS written notice thereof. In such an event, TULLFOKUS shall have the right to invoice the Customer for Services rendered so far and accrued costs.

6. Delay

6.1 TULLFOKUS acknowledges the importance of timely and correct processing and execution of each Service. TULLFOKUS shall immediately notify the Customer of any and all delays, material incidents, errors, damages, losses or complaints received relating to the provision of the Services.

6.2 Unless the Service being delayed is delayed by reason of negligence or other fault of TULLFOKUS, TULLFOKUS shall not be responsible for any loss, damage or expense incurred by the Customer because of such delay. In the event TULLFOKUS is at fault, as aforesaid, its liability shall be as follows:

- (i) for Services which shall be performed and completed within 24 hours from order date and time, TULLFOKUS shall pay liquidated damages to the Customer amounting to 10 % of the fee for the Services delayed for each completed hour of delay, up to a maximum of 100 % of the fee for the Services delayed; and
- (ii) for Services which shall be performed and completed during a period exceeding 24 hours from order date and time, TULLFOKUS shall pay liquidated damages to the Customer amounting to 10 % of the fee for the Services delayed for each completed day of delay, up to a maximum of 100 % of the fee for the Services delayed.

6.3 In case the Customer is entitled to maximum liquidated damages, the Customer shall have the right to terminate the Service subject to the delay immediately by giving TULLFOKUS written notice.

6.4 The remedies set forth in this section 6 and section 7.1 represents the only remedies available to the Customer in case of delay by TULLFOKUS when performing the Services.



- 6.5 TULLFOKUS shall have no liability for delay of the Services if the delay is due to circumstances for which the Customer is responsible, including but not limited to if the Customer has not fulfilled its obligations pursuant to section 3.

7. Liability

- 7.1 If the result of the Services deviates from what has been agreed between the parties or if the Services are not performed in timely manner, and TULLFOKUS is liable for such default or delay according to these Conditions, TULLFOKUS undertakes, at its own cost, to remedy the default or delay without undue delay upon the Customer's written notice thereof.
- 7.2 In case TULLFOKUS is liable for any default, TULLFOKUS shall in addition indemnify and hold Customer harmless for any direct loss or damage the Customer incurs due to TULLFOKUS's default, the default of its Affiliates, subsidiaries and business partners, subject always to the limitations of liability set forth in these Conditions.

8. Disclaimers, Limitation of liability

- 8.1 Except as specifically set forth herein, TULLFOKUS makes no express or implied warranties in connection with its provision of the services or those of any third party.
- 8.2 In no event shall TULLFOKUS be liable or responsible for consequential, indirect, incidental, statutory or punitive damages, even if it has been advised of the possibility of such damages, or for the acts of third parties, except the acts of its Affiliates, subsidiaries and business partners.
- 8.3 TULLFOKUS's liability for a service performed, whether arising from contract, tort (including negligence) or otherwise, connected with or resulting from TULLFOKUS's provision of such service shall in no event exceed 100 % of the fee agreed for the service which has given rise to such claim.
- 8.4 TULLFOKUS shall under no circumstances be held liable in relation to any claim made by the customer towards TULLFOKUS unless the customer submits such claim in writing to TULLFOKUS without undue delay and in any event within one year after the service to which the claim relates to has been carried out by TULLFOKUS or any other timeframe stipulated by the Customs legislation,.
- 8.5 TULLFOKUS shall not be responsible for action taken or fines or penalties assessed by any governmental agency because of the failure by the Customer to comply with the law or the requirements or regulations of any governmental agency or with a notification issued to the Customer by any such agency.
- 8.6 The Customer agrees that in connection with any and all Services performed by TULLFOKUS, TULLFOKUS shall only be liable for its negligent acts, which are the direct and proximate cause of loss or damage to the Customer.
- 8.7 TULLFOKUS and the Customer acknowledge that the limitations of liability set out herein reflect an informed, voluntary allocation between TULLFOKUS and the Customer of the risks (known or unknown) that may exist in connection with TULLFOKUS's provision of the Services.

9. Indemnification

The Customer agrees to indemnify and hold TULLFOKUS harmless, subject to the limitations of liability set out herein, against any and all actions, causes of action, liability, loss, damages, costs (including work), claims, penalties, fines and/or expenses or demands of any nature whatsoever, including but not limited to reasonable attorney's fees, which TULLFOKUS may incur, suffer or be required to pay arising from (i) inaccuracies, mistakes or omissions in the information and documentation provided to TULLFOKUS by the Customer; (ii) the Customer's, its agent's or representative's conduct which violates any applicable laws or regulations; or (iii) any other breach by the Customer of any of its obligations set out in these Conditions or elsewhere in the agreement with TULLFOKUS.

To the extent permitted by applicable legislation, the liability of the Customer shall in any case be limited to direct losses or damages, excluding any consequential, indirect, incidental, statutory or punitive damages, and shall in no case exceed 100% of the fee for the related Services.



10. Force majeure

No Party shall be liable for loss, damage, delay or monetary losses of any type caused by acts of God, public authorities acting with actual or apparent authority, strikes, general labor disputes, weather, mechanical failures, aircraft failures, civil commotions, acts or omissions of customs or quarantine officials, public enemies, hazards incident to a state of war, acts of terrorism, and acts, defaults or omissions of the other Party or a third party, including, but not limited to, improper packing or marking and default or delay in services from Subcontractors, which are all due to such circumstances as set forth in this clause, or other cause beyond a Party's reasonable control. The Party suffering from an event of Force Majeure shall promptly give notice to the other Party of its non-performance and shall make all commercially reasonable efforts to remove such cause of nonperformance.

11. Set-off

No party shall have the right to set-off, or to withhold payments to the other party, in connection with any amounts due.

12. Modification of the Conditions

These Conditions may only be amended upon prior written agreement between the Parties.

13. Confidentiality

All information which is not public available, whether oral or written or in visual, electronic or tangible form, regarding or otherwise relating to a party or to any of its business matters, which has been disclosed or may be disclosed to the other party (the "Receiving Party") or which the Receiving Party has or may otherwise become aware of in connection with the agreement, shall at all times be kept strictly confidential by the Receiving Party and not be used by it for any other purpose than the performance or enforcement of the agreement, nor be disclosed by it to any third party without the prior written consent of the other party (such consent not to be unreasonably withheld).

14. Termination

14.1 Either party may terminate the cooperation under these Conditions by giving three (3) months written notice to the other party, in relation to Services which currently are being carried out by TULLFOKUS on request by the Customer.

14.2 Upon any failure of either party to keep or perform any of its material obligations hereunder and the continuation of such material default, for thirty (30) days after the defaulting party has been notified by the non-defaulting party, the non-defaulting party may, at its sole option and in addition and without prejudice to its other lawful rights and remedies or as otherwise granted herein, terminate the agreement with immediate effect upon notice to the defaulting party. The insolvency of, or stoppage of payment by, either party or the voluntary commencement of a bankruptcy, insolvency or receivership or any similar proceeding against either party shall be deemed a default for the purposes of this section.

14.3 If one of the Parties breaches any of its obligations under section **Fel! Hittar inte referenskälla.**, the other Party shall have the right to issue a written notice of rectification. If no rectification has been made within thirty (30) days of receiving such notice, the other Party shall have the right to terminate the cooperation within immediate effect without incurring any liability towards the failing Party.

14.4 Neither expiration nor termination of the agreement shall relieve either party of obligations incurred prior to termination, which expressly or by their nature survive termination.

15. Governing Law and dispute resolution

15.1 The agreement between TULLFOKUS and the Customer shall be governed by and construed in accordance with the laws of Sweden, excluding its conflict of laws principles providing for the application of the laws of any other jurisdiction.

15.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be solved by discussions held in good faith and in line with the overall good spirit of this Agreement between the parties. Where the dispute cannot be settled within two weeks by discussions held between the Parties, it shall be solved by mediation in accordance with the Rules of the Mediation Institute of the Stockholm Chamber of Commerce.



- 15.3 Where the dispute cannot be settled by either discussions between the Parties or mediation, it shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce ("SCC").
- 15.4 The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, unless the SCC, taking into account the complexity of the case, the amount in dispute and other circumstances, determines, in its discretion, that the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the SCC shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators.
- 15.5 The seat of arbitration shall be Gothenburg, Sweden, and the language to be used in the arbitral proceedings shall be Swedish (unless otherwise decided by the Parties).
- 15.6 All arbitral proceedings, all information disclosed and all documents submitted or issued by or on behalf of any of the disputing Parties or the arbitrators in any such proceedings as well as all decisions and awards made or declared in the course of any such proceedings shall be kept strictly confidential and may not be used for any other purpose than these proceedings or the enforcement of any such decision or award nor be disclosed to any third party without the prior written consent of the Party to which the information relates or, as regards to a decision or award, the prior written consent of all the other disputing Parties.
- 15.7 Irrespective of what is set forth in this clause 15 above, claims for payment for performed Services may be instituted by TULLFOKUS in any competent court of justice.