



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

1. Introduction

1.1 These General Terms and Conditions apply to the supply of products and services to the Swedish Defence Materiel Administration (“FMV”) or, if this follows from the Contract, to the Swedish Armed Forces (“SwAF”). They apply to one-off 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 (which makes reference to these General Terms and Conditions or to which these General Terms and Conditions otherwise apply) of the Contract, or if applicable, framework agreement, appendices and sub-appendices, including these General Terms and Conditions.

2.2 The term “the Contracting Authority” means either FMV or SwAF, whichever is a party to the Contract.

2.3 The term “the Contractor” means the party 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 Contractor performance

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 ensure 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 regarding 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 of the Contracting Authority, and shall also generally act in the best interest of the Contracting Authority. If the Contracting Authority replaces the Contractor with another contractor under 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 retain the know-how and resources necessary to fulfil the Contract as well as the valid and necessary professional licenses for production, operation, sale, transport and all else 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 issued by public authorities, and generally adhere to ethical norms and best practices, including in the areas of the environment, human rights, working conditions, anti-corruption, anti-discrimination and diversity. The Contractor shall also ensure that its sub-contractors adhere to ethical norms and best practices 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 and regulations issued by supervisory authorities at the time of delivery. During the time that 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 personnel of the Contractor are present at the Contracting Authority. The parties each undertake in respect of their own personnel to inform the same of their duty to follow instructions issued by the other party for the purpose of preventing health-and-safety issues or accidents at work.

3.5 Responsibility for subcontractors

If the Contractor hires a subcontractor, then the Contractor is always liable towards the Contracting Authority for the subcontractor in the same way as for its own obligations under the Contract.

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 that 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 (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 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 date on which the claim is made.

5.6 Delay is not applicable where the Contractor is delayed or hindered in delivery of 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 payment terms**

Basic payment terms

6.1 The Contractor is entitled to invoice the Contracting Authority at the earliest on the date at which the delivery to which the invoice pertains 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 Supplier 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. Pursuant to the Swedish Interest Act (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.

Invoice data and other necessary information to be provided when invoicing

6.3 The invoice shall state whether it regards partial or final payment, the Contract reference number (Contracting Authority designation), contract managers/points of contact 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 (bank name and address, account holder name and address, account number, clearing number and codes for SWIFT/BIC, IBAN and ABA/Routing).

- 6.4 The invoice shall contain the information prescribed by the Swedish Value Added Tax Act (2023:200) (i.e., date of issue of the invoice, sequential number of the invoice, VAT identification number of the Contractor, Contractor name and address as well as 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 date of delivery, taxable amount for VAT purposes (i.e., price), VAT amount and VAT rate applied, currency and the other specific information required by the law). If the delivery includes products, 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 warranty conditions

Defect

- 7.1 "Defect" shall mean (i) any deviation 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) deviation 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) failure to perform or manufacture the Product/Service 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 date of delivery of the

Product/Service or, if no date of delivery has been defined in the Contract, the date 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 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 date the new delivery was made. For other parts of the Product/Service, the warranty shall only be extended by an amount of time equivalent to that 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 which 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 release the Contractor from liability for defects. Type approval issued by the Contracting Authority does not release 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 format, documentary characteristics or method of production, and includes, but is not limited to: specifications, drawings and drawing processes, inventions and discoveries, whether or not they can be patented or otherwise protected, 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 which is generated by 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 which is generated by 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 authorities within the sphere of activities of the Ministry of Defence, including participation in international operations and other international cooperation – without charges and not restricted by intellectual property rights – be entitled to freely use and have others use Data which is generated by 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 solely of products of which the Contracting Authority has not financed the development and which 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 continuous repairs) and procurement. If, however, the stated part (the Products or part of the Products) 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, wholly or in part, copy, reproduce, compile and translate Data to the extent the Contracting Authority finds this necessary for the stated use.

8.9 The Contracting Authority shall when transmitting Data to another party notify the receiving

party regarding the proprietary title of the Contractor.

Patent

8.10 The Contractor undertakes to notify the Contracting Authority of an invention patentable in Sweden which is generated by 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 authorities 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 manufacture. 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. The Contracting Authority shall notify the receiving party regarding the proprietary title of the Contractor.

8.11 The Contractor is for this grant of use entitled to receive compensation up to one third (1/3) of the price base amount (Swe. prisbasbelopp) at the time of the grant of use, if the Contractor or its employee is the sole inventor. In the event that there are additional inventors, the right to receive the mentioned amount shall be divided equally among the inventors.

8.12 "Price base 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/>

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 title 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, in the use of Data or for activation of work as a result of the assignment or grant of the Contracting Authority's right of use 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 title or right of use of the Contracting Authority pursuant to the above. In determining compensation, consideration shall be taken of 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 ensure that the use thereof by the Contracting Authority as well as any potential transfer or assignment 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 against any claims of infringement of intellectual property rights.

9.3 The Contractor shall, in the event of claims of infringement, at its own expense either make the

necessary modifications in order to avoid infringement, or reach an agreement with the rightsholder of the intellectual property. 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 liability of the Contractor, the Contractor shall at its own expense assist the Contracting Authority in any proceedings where action is taken against the Contracting Authority or against other users.

9.5 The parties shall keep each other apprised of allegations of infringement of intellectual property rights.

10. Right to defence inventions

10.1 To give the Contracting Authority the possibility to protect defence materiel inventions while safeguarding the rights of the Swedish Government pursuant to the Swedish Defence Inventions Act (1971:1078(Swe. lagen [1971:1078] om försvarsuppfinningar), which is applicable to inventions that concern military equipment specifically, 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 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 military equipment) to be kept confidential and that is generated by the Contractor or its subcontractors when carrying out the Contract,
- c. neither to apply to the Review Commission for Defence Inventions (Swe. *Granskningsnämnden för försvarsuppfinningar*) for the Swedish Government to take over the right to an invention that has been

declared confidential, and which is generated 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 military equipment) confidential.

11. Assignment consultants and hired personnel

General

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

11.2 "Assignment consultants" means when a Contractor is hired to perform a service (activity or role) leading to the delivery of a certain specified result. The Contractor staffs the team of consultants to fulfil the assignment. The Contractor supervises the individual consultants.

11.3 "Hired personnel" means when a Contractor is engaged to provide staff to directly replace and reinforce the Contracting Authority's own staff, e.g., to cover vacancies. The Contracting Authority supervises the individual consultants. The individuals who perform the services are referred to in both groups as "Consultant".

Exchange of personnel

11.4 Hired personnel may not be exchanged without the written approval of the Contracting Authority. In the case of an Assignment consultants, the Contractor may not exchange any such Consultant specifically agreed by name in the Contract, including its annexes, without the Contracting Authority's written approval. Such approval may not be refused without objective reasons. The Contractor shall be responsible for all costs incurred and time spent as a consequence of exchange of Assignment consultants/Hired personnel, such as costs for information and training. The replacement Assignment consultants/Hired personnel shall possess the same competence in the relevant field as the replaced Assignment consultants/Hired personnel and the Product/Service shall not suffer from the exchange.

11.5 The Contractor is obliged, without unreasonable delay, to replace Assignment consultants/Hired

personnel, if the Contracting Authority so requests and has objective reasons for its request, such as the Assignment consultants/Hired personnel lacking the required skills or that difficulties in cooperation have arisen.

- 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 Assignment 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 must be necessary for carrying out what is included in the Product/Service as well as being reasonable 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 Assignment consultants/Hired personnel are 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 Assignment consultant or Hired personnel

- 11.11 Invoicing of work performed by Assignment 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 an Assignment consultants or Hired personnel according to cost-reimbursement contract, the invoice shall show the number of hours worked and the

hourly rate per Assignment consultants/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 item, the invoiced amount and the amount remaining up to the price ceiling).

Amendments and additions to Contract regarding Assignment consultants or Hired personnel

- 11.13 The Contracting Authority is entitled to modify the specifications or the scope of the Product/Service as and when necessary, within the framework of procurement law. Written request for amendment shall be presented to the Contractor through its point of contact. The Contractor may not refuse the Contracting Authority's request for amendment 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. Processing of personal data

- 12.1 The Contractor bears the responsibility of ensuring that all processing 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 more than one third (1/3) of the delivery time or exceeds three (3) months.
 - b. the Product/Service 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, and furthermore the Contractor has failed to remedy the defect within thirty (30) days of the date on which 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 false information, in the tender or some other way, in connection with the procurement and this information was of not insignificant importance to the Contracting Authority when signing the Contract.

- f. it is found that the Contractor, its subcontractor or a representative of either of these, according to a final ruling, has been 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 partial deliveries and the Contracting Authority cancels the Contract in respect of a partial delivery, the Contracting Authority may at the same time cancel the Contract in respect of partial deliveries already made or to be made at a later date, if, as a consequence of the fact that the partial deliveries are interdependent, the Contracting Authority would suffer serious inconvenience by abiding by the Contract in respect of these partial 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 according to the above cancels the Contract or part thereof, the Contractor shall indemnify 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 to the other party due to breach of contract, safety defects in products or negligence.
- 14.2 A party is not liable for indirect loss or damage, unless the party has caused the loss or damage by intent or gross negligence.
- 14.3 Furthermore, contractual liability 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 SEK five million (5 000 000).
- 14.4 The limitation of liability stated above 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 or damages that the latter party may incur as a result of a claim or litigation regarding said liability. The responsible party or another person representing him shall have the right and obligation to participate in litigation and arbitration negotiations regarding such a claim in accordance with applicable law.
- 14.6 The Contractor is not entitled to additional compensation for late payment beyond what is stated in the Contract regarding 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 under a framework agreement. If such termination does not constitute an exercise by the Contract-

ing 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. The portion of the work carried out by the Contractor up until the time of cancellation, plus tools produced, semi-finished products and material/materiel, shall be handed over 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. The Contracting Authority shall be entitled, with the assistance of an authorised public accountant and/or another expert, to audit necessary data in order to assess a 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 discharged from its obligation to perform under the Contract if:
- a. the events arise after the conclusion of the Contract,
 - b. the events prevent the party from fulfilling its undertakings 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 above 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 concerted 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 invokes its right 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 requiring 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 accepted deliveries under 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 government authority.

18. Amendments and additions

- 18.1 Requests for amendments or additions shall be made in writing to the point of contact 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 the 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.
-