

1 APPLICABILITY AND DEFINITIONS

1.1 Applicability. These general terms and conditions shall apply when Cramo: (i) leases equipment, construction machinery, modular buildings or other Leasing Items (as defined below) to the Customer; (ii) performs or provides services other than leasing, for example when Cramo and the Customer enter into a project agreement or an agreement governing a particular service concept, such as *Cramo Total*, *Cramo Funktion*, *Cramo Flexi* or another service concept offered by Cramo at any time; and/or (iii) sells consumables or other products.

The provisions of these general terms and conditions apply to all types of business dealings between Cramo and the Customer (leasing, service provision and purchasing) unless otherwise stated for a particular provision or group of provisions.

1.2 Consumer terms and conditions. If the Customer is deemed a consumer under the provisions of the Swedish Consumer Services Act (1985:716) or the Swedish Consumer Sales Act (1990:932), the provisions of these general terms and conditions apply only to the extent that they do not contravene the mandatory provisions of the Consumer Services Act or the Consumer Sales Act (as applicable).

1.3 Definitions. In these general terms and conditions, the following defined terms shall have the meanings set out below:

"Agreement" refers to the agreement between Cramo and the Customer for the leasing of Leasing Items, the provision of the Service and/or the purchase of Goods for Sale (whether made in writing, orally or otherwise), or any other agreement between Cramo and the Customer wherein reference is made to these general terms and conditions.

"Cramo" refers to Cramo AB, Swedish company registration number 556104-3539, or any other company within the Cramo Group which is designated a party to the Agreement.

"Leasing Item" refers to each and any of the items (such as construction machinery, modular buildings, other equipment or other movable property) which Cramo is to lease to the Customer under the Agreement.

"Customer" refers to the party with which Cramo has entered into the Agreement.

"Goods for Sale" refers to products which under the Agreement the Customer buys directly from Cramo and for which ownership is thereby transferred to the Customer, such as (but not limited to): (i) consumable goods with no direct association to a particular Leasing Item or its use, for example electrical materials, screws, gloves, ear protectors, sandpaper and the like; and (ii) consumable goods which are supplied and used together with a Leasing Item and which are consumed during or in connection with such use, for example chains for chainsaws, filters for vacuum cleaners, dies for rivet tools, stripper blades, fuels (such as diesel) and similar items.

"Service" refers to the services (with the exception of the leasing of Leasing Items) which Cramo is to perform under the Agreement.

1.4 Relation to the Agreement. These general terms and conditions comprise an integral part of the Agreement, and references to the "Agreement" in these general terms and conditions also include these general terms and conditions. Deviations from these general terms and conditions must be agreed upon in writing in order to be valid.

2 LEASING TERMS AND CONDITIONS

2.1 Applicability. The provisions of this Section (2) apply only to Cramo's leasing of Leasing Items to the Customer.

2.2 Right of use. Cramo grants to the Customer a limited right of use of the Leasing Item in accordance with the terms and conditions of the Agreement. The Leasing Item is and remains Cramo's property throughout the leasing term. No part of this Agreement entails or should be interpreted as entailing the Customer gaining ownership of the Leasing Item.

2.3 Limitations. Leasing Items may not be used in contravention of the Agreement, applicable law or official decisions, nor in ways which

can affect Cramo's right of ownership. The Customer may not: (i) rebadge or otherwise alter the identification of the Leasing Item, written instructions or the like; (ii) integrate or combine the Leasing Item with fixed or movable property belonging to a party other than Cramo; or (iii) pledge, transfer, sublease or otherwise grant rights to the Leasing Item to a third party.

2.4 Pickup. Leasing Items are to be picked up from and returned to one of Cramo's depots. If the parties have agreed that Cramo is to arrange transport, the Leasing Item will be delivered to the agreed location. Unless otherwise stated in the Agreement, the Customer is responsible for loading and unloading the Leasing Item.

2.5 Return. A Leasing Item will be considered returned once a return slip has been issued by Cramo. The Leasing Item shall be returned clean and, with consideration for normal wear and tear, in good condition. If not, Cramo is entitled to arrange any necessary cleaning and repair work at the Customer's expense. If a Leasing Item has been specially adapted to meet the Customer's requirements, after its return Cramo is entitled to restore the Leasing Item to its original specifications at the Customer's expense.

2.6 Lease term. The lease term is calculated from the date in the Agreement on which the Leasing Item is made available for collection from Cramo's depot or, if Cramo arranges transport of the Leasing Item, from the date the Leasing Item is delivered to the agreed location. The lease term runs for the period specified in the Agreement. If no specified lease term is stipulated in the Agreement, the lease term runs until the Customer returns the Leasing Item in accordance with Section 2.5 or, if Cramo arranges transport of the Leasing Item, until the date the Customer notifies Cramo that the Leasing Item is available for collection at the agreed location. If the Customer fails to return a Leasing Item to Cramo at the end of a specified lease term, the Customer shall always pay the leasing fee due for the Leasing Item for the time until the Leasing Item is returned to Cramo in accordance with Section 2.5.

2.7 Duty of examination and inspection. The Customer shall promptly after receipt of the Leasing Item, and always before the Leasing Item is put into operation, carry out the necessary checks and carefully examine and inspect the Leasing Item.

2.8 Complaints. In order to be considered eligible, any complaints about a Leasing Item or its associated instructions for use shall be reported to Cramo as soon as possible and no later than one week after the Leasing Item was made available to the Customer. If the Customer does not lodge a complaint about the condition of the Leasing Item within the aforementioned period, the Leasing Item shall be deemed to have been received in satisfactory condition.

2.9 Terms and conditions of use. When using the Leasing Item, the Customer shall observe and comply with the following terms and conditions:

(a) The Customer shall ensure that only authorised and qualified personnel use Leasing Items for which there are special regulations regarding use. In conjunction with the pickup and delivery of the Leasing Item, the Customer is obligated to ensure that they have received instructions for both the use and maintenance of the concerned Leasing Item.

(b) The Customer may only use the Leasing Item in accordance with the accompanying instructions, and only for tasks and under the kinds of working conditions for which it is typically intended.

(c) The Customer shall throughout the lease term use and store the Leasing Item such that it is not exposed to damage, unauthorised use or theft.

(d) The Customer shall be responsible for the supervision and maintenance of the Leasing Item. In addition to paying for fuel and lubricants, the Customer shall replace and pay for any consumables which are used. However, the Customer is not entitled to without Cramo's written permission upgrade, repair or otherwise alter a Leasing Item or the software included in a Leasing Item.

(e) The Customer may not, without special permission from Cramo, move the Leasing Item to a work site other than that already agreed to or allow any parties other than the Customer to use the Leasing Item.

(f) The Customer may only use the Leasing Item in single work shifts lasting a maximum of eight hours per day unless otherwise stipulated in the Agreement. The Customer shall without delay inform Cramo of any changes in use, such as use in extended or multiple shifts, at which time Cramo is entitled to a shift surcharge in accordance with Section 5.3(c).

2.10 Responsibility for inspections. Cramo is responsible for mandatory inspections of the Leasing Item, and the Customer agrees to participate in such inspections to the extent necessary. After providing appropriate notification, Cramo is entitled to carry out mandatory inspections of the Leasing Item at the work site during normal working hours.

2.11 Theft. In the event of the theft of a Leasing Item during the lease term, the Customer is responsible for notifying Cramo and providing a copy of the police report. Until such time as the police report is received by Cramo, the agreed leasing fee for the Leasing Item will continue to be charged.

2.12 Leasing Items and defects. If the Leasing Item does not function as per the Agreement, and the defect or shortcoming is not due to damage for which the Customer is responsible under the terms and conditions of the Agreement, after receipt of the Customer's complaint Cramo shall without undue delay rectify the defect or shortcoming. The Customer is not obligated to pay the leasing fee during such troubleshooting.

2.13 Damage to the Leasing Item. The Customer is responsible throughout the lease term for the loss of the Leasing Item as well as for all damage which does not comprise normal wear and tear. Damage should be reported to Cramo for a decision on how to repair the Leasing Item. A Leasing Item which has been lost or damaged such that it cannot be repaired shall be reimbursed by the Customer in an amount equivalent to the cost of its replacement.

2.14 Damage to other property. The Customer is responsible throughout the lease term for damage which the Leasing Item causes to the property of the Customer or any third party. The Customer shall free Cramo from liability in connection with any claims from third parties arising from damage to persons or property caused by the Leasing Item during the lease term.

2.15 Insurance.

(a) Comprehensive cover. The Customer shall throughout the lease term keep each Leasing Item insured with comprehensive cover for an amount equivalent to, at a minimum, Cramo's replacement cost for the Leasing Item.

(b) Motor insurance. Cramo is responsible for and pays for motor insurance if such insurance is required for the Leasing Item.

(c) Liability insurance. Unless otherwise stipulated in the Agreement, each Party shall throughout the lease term hold standard liability insurance covering said party's responsibilities under the Agreement.

2.16 Collateral. Cramo is entitled to at any time throughout the lease term request that the Customer provide collateral for each Leasing Item in an amount equivalent to the cost of replacement.

2.17 Immediate repossession. If Cramo terminates the Agreement with immediate effect on the grounds of Section 8.1 or any other provision of the Agreement, Cramo is also entitled to immediately repossess all Leasing Items at the Customer's expense.

3 SERVICE TERMS AND CONDITIONS

3.1 Applicability. The provisions of this Section (3) apply only to Cramo's performance of Services on behalf of the Customer.

3.2 Performance. Cramo shall perform the Service professionally, in compliance with the applicable statutes and otherwise in the manner and according to the timetable set out in the Agreement. If no timetable

is included in the Agreement, the Service shall be performed with the urgency that can reasonably be expected under the prevailing circumstances.

3.3 Deadline extension. In the event of a delay due to the Customer or any circumstances on its part, Cramo is entitled to a corresponding extension of the agreed deadline. Cramo is also entitled to a corresponding extension if: (i) the scope of the Service changes; (ii) an extension is required so that personnel can take statutory or otherwise regulated leave or holidays; or (iii) weather conditions at the location where the Service is to be performed mean that the quality of the performance of the Service is likely to be adversely affected, weather conditions are likely to pose a safety risk to Cramo's personnel or for other personnel considerations Cramo has reason to postpone the performance of the Service.

3.4 Completion. The Service is considered complete when Cramo has completed all service obligations under the Agreement. Completion of the Service is not conditional upon a delivery test or similar approval unless specifically agreed.

3.5 Necessary access. The Customer shall grant Cramo access to the premises, information, equipment and materials required to provide the Service and otherwise perform agreed actions.

3.6 Responsibility for provided information. The Customer is responsible for ensuring that the information provided to Cramo is accurate, complete and unambiguous.

3.7 Cramo's liability for delays. In the event of a delay in the performance of the Service which is due to Cramo and which causes the Customer financial losses, if the parties have agreed on a specific timetable then the Customer is entitled to an appropriate reduction in the remuneration for the aspect of the Service which is delayed.

3.8 Delays caused by the Customer. In the event of a delay due to the Customer or circumstances for which the Customer is responsible, Cramo is entitled, after providing written notice, to discontinue its efforts until the Customer has remedied the obstacles which caused the delay and to compensation for any costs and damages incurred by Cramo as a result of the delay. If the delay is considerable, Cramo may, by providing written notice to the Customer, terminate the Agreement with immediate effect with respect to the Service. Cramo is then entitled to compensation for work and costs accrued thus far.

3.9 Complaints and liability period. If the Service deviates from that which has been agreed, the Customer shall submit a written complaint detailing the shortcoming to Cramo within fifteen (15) days of the discovery or the time at which the shortcoming ought to have been discovered. After this time, the Customer loses the right to cite the matter as a shortcoming in the Service. Cramo is not, however, responsible for shortcomings in the Service which are communicated to Cramo more than three (3) months after the point at which the aspect of the Service affected by the shortcoming was performed.

3.10 Penalties for shortcomings. Cramo is obligated to rectify shortcomings in the Service where the Service, due to negligence on the part of Cramo, does not fulfil the requirements specified in the Agreement. Cramo is not, however, responsible for shortcomings caused by the Customer providing incorrect, ambiguous or incomplete information. Nor does this liability encompass shortcomings caused by circumstances arising after the Service has been completed, negligence on the part of the Customer or a third party or any other circumstances over which Cramo has no control.

3.11 Troubleshooting costs. If the Customer has reported a shortcoming in the Service and there is found to be no shortcoming for which Cramo is responsible, the Customer shall compensate Cramo for work on the reported shortcoming on the same basis as for the Service itself.

3.12 Intellectual property rights.

(a) Background rights. The Customer understands that for the performance of the Service, Cramo may use products, materials or methods in which Cramo or a third party owns intellectual property

rights. No part of this Agreement shall imply that such intellectual property rights are transferred to the Customer or that the Customer otherwise acquires the right to use such intellectual property rights.

(b) **Ownership.** Cramo shall gain ownership of all reports, descriptions, specifications, documents, illustrations, models, listings, marketing materials or other documentation (regardless of medium) produced or supplied by Cramo within the bounds of the Service.

(c) **Licence.** Provided that the Customer renders full payment under the terms and conditions of the Agreement, Cramo grants to the Customer a non-exclusive and limited licence to use any documents supplied by Cramo to the Customer for any purpose to the extent permitted under the Agreement and applicable law. The Customer is not entitled to transfer, sub-license, publish or otherwise make available such documents without first obtaining the appropriate written consent from Cramo. Such consent shall not be unreasonably denied provided that the parties reach an agreement on the terms and conditions of the Customer's use of the documents supplied by Cramo.

4 PURCHASING TERMS AND CONDITIONS

4.1 Applicability. The provisions of this Section (4) apply only to Cramo's sales of Goods for Sale to the Customer.

4.2 Goods for Sale properties. The Goods for Sale which the Customer purchases from Cramo shall, unless otherwise specifically agreed, have the properties specified in the product sheet, product declaration or equivalent.

4.3 Delivery. If Goods for Sale are transported to the Customer, unless otherwise specified in the agreed delivery clause or the Agreement in general, the Goods for Sale shall be deemed delivered to the Customer when the Goods for Sale have been handed over to the Customer by the engaged carrier or, if Cramo provides transport, when the Goods for Sale are available for unloading at the delivery location specified in the Agreement. If the Agreement or the order placed under said agreement does not stipulate a delivery time and/or delivery location, the Goods for Sale will be delivered within a reasonable time and to a location determined by Cramo. If the Customer is to pick up the Goods for Sale, this shall take place at the time and place notified by Cramo. The Goods for Sale are deemed delivered when the Customer, or the carrier engaged by the Customer, has received the Goods for Sale.

4.4 Risk transfer. The risk associated with the Goods for Sale is transferred to the Customer when said goods have been delivered to the Customer in accordance with Section 4.3. If it was not possible to deliver the Goods for Sale on time due to the Customer or circumstances on the part of the Customer, and Cramo has completed its part in making delivery on time, the risk associated with the Goods for Sale is transferred to the Customer at the time when the Goods for Sale could have been delivered.

4.5 Delays. A delay shall be deemed to have occurred if delivery in accordance with Section 4.3 is made at a later time than that specified in the Agreement. In the event of a delay due to Cramo, the Customer is entitled to a reasonable reduction in the price of the Goods for Sale which are delayed. Cramo's liability under this Section shall not, however, exceed ten (10) percent of the price of the Goods for Sale which cannot be put into service due to the delay (based on Cramo's current price list at the time). The Customer may cancel the purchase only if the delay is of material importance to the Customer. Orders may not be cancelled if the delay is due to the Customer or circumstances for which the Customer bears the risk. If the order or part thereof is cancelled, the Customer is entitled to a refund of the amount it has paid for the Goods for Sale encompassed by the cancellation, provided that the Goods for Sale can be returned in satisfactory condition. In such cases, Cramo bears the costs associated with returning the Goods for Sale.

4.6 Delivery inspection. When the Goods for Sale have been delivered to the Customer, the Customer shall immediately check the type, quality and quantity against the delivery slip and, where appropriate, check that the packaging is intact and any seals unbroken.

When the packaging is removed, the Customer shall complete the delivery inspection by inspecting and examining the Goods for Sale. Before the Goods for Sale are unwrapped or unpacked, any damage or defects identified in conjunction with the initial delivery inspection shall be documented by the Customer in order to enable Cramo to hold the carrier liable for transport damage.

4.7 Safeguarding obligation. If the Customer wishes to reject any of the Goods for Sale which the Customer has received, the Customer must, on Cramo's behalf, take reasonable steps to safeguard the Goods for Sale. If the Customer wishes to reject Goods for Sale shipped to the Customer and made available to the Customer at the delivery location, the Customer shall safeguard the Goods for Sale on Cramo's behalf without incurring undue expense or inconvenience.

4.8 Complaints. If the supplied Goods for Sale deviate from the stipulations of Section 4.2, the Customer shall submit a written complaint detailing the defect to Cramo within fifteen (15) days of the discovery or the time at which the defect ought to have been discovered. After this time, the Customer loses the right to cite the matter as a defect in the Goods for Sale.

4.9 Rectifying defects. Upon receipt of a complaint, Cramo shall, as it deems most appropriate, either rectify the defect or deliver new Goods for Sale. Ownership of exchanged Goods for Sale accrues to Cramo. If Cramo does not rectify the defect or deliver new Goods for Sale within a reasonable time from the Customer's complaint, the Customer may, by written notice, demand that Cramo do so by a reasonable deadline. If Cramo fails to fulfil its obligations within that time, the Customer may either: (i) rectify the Goods for Sale or have the Goods for Sale rectified at Cramo's expense, provided that these costs are reasonable, justified and presented to Cramo; or (ii) demand a reduction in the price of the defective Goods for Sale in proportion to the defect. If the defect is significant, the Customer is entitled to instead of exercising the penalties under (i) or (ii) above cancel the delivery in writing as regards the defective Goods for Sale.

In addition, subject to the limitations otherwise imposed by the Agreement, the Customer is entitled to reasonable compensation for any direct losses incurred by the Customer as a result of the defect.

4.10 Exceptions. Cramo is not responsible for improper or incorrect use by the Customer or any third party, incorrect assembly or installation of supplied Goods for Sale, nor normal wear and tear, careless handling, improper maintenance, processing of inappropriate items, design defects, defective foundations or chemical, electrochemical or electronic interference, provided that these circumstances are not attributable to Cramo. Nor is Cramo liable for defects if the Customer or a third party without Cramo's approval modifies or repairs the supplied Goods for Sale.

4.11 Liability period. Cramo's liability for defects in supplied Goods for Sale is limited to defects reported by the Customer within twelve (12) months from the date of delivery to the Customer.

4.12 Alterations to third-party property. Cramo is not obligated to carry out or pay for corrective measures for the rectification of defects if said measures involve anything other than the Goods for Sale.

4.13 Product liability. Cramo is not liable for any damages which the Goods for Sale cause to persons or property or for the consequences of such damages. The Customer shall free Cramo from liability to the extent that Cramo is held liable to a third party for any such damages or losses for which, according to the above, Cramo is not liable. If a third party files a claim against Cramo or the Customer for compensation for damages or losses, the other party shall immediately be notified in writing.

5 REMUNERATION AND PAYMENT

5.1 Applicable prices. Unless otherwise agreed, Cramo's prices applicable at any time shall apply when determining the leasing fee for Leasing Items throughout the lease term, as shall all other principles for the pricing of Services and Goods for Sale.

5.2 Leasing accessories and related costs. Unless otherwise stipulated in the Agreement, accessories for the Leasing Item are charged separately. Leasing Items can be decontaminated, cleaned and transported for a fee by special arrangement.

5.3 Leasing fee calculation.

(a) Daily fee. When applying a daily fee, the leasing fee is the remuneration which the Customer will pay to Cramo for each calendar day. Partial days are charged at the leasing fee for a full day.

(b) Monthly fee. When applying a monthly fee, the leasing fee is the remuneration which the Customer will pay to Cramo for each calendar month.

(c) Shift surcharge. If the Leasing Item on a given day is used for more than one eight (8) hour work shift, a shift surcharge of 10% of the agreed daily fee is charged for each additional hour.

(d) Construction day fee. If the parties have agreed on a construction day fee, fees are not charged for Saturdays, Sundays and Swedish public holidays provided that the Leasing Item is not used on such days. In all other respects, the same terms and conditions apply as for a daily fee.

(e) Holidays and leave. Leasing fees for all forms of lease are also charged during holiday periods and other similar periods of leave.

5.4 Invoicing. Cramo is entitled to invoice the Customer on a weekly basis for leased Leasing Items and Services. Cramo is entitled to charge an invoice handling fee of SEK 60 per invoice.

5.5 Payment. The invoice amount shall be received by Cramo no later than the due date indicated on the invoice. In the event of overdue payment, Cramo is entitled to charge an annual interest rate of 24 percent on arrears. The Customer shall also reimburse Cramo for the issued reminder and late payment fees in the amount permitted by Swedish law (currently SEK 60). Moreover, Cramo is also entitled to discontinue the performance of its obligations under the Agreement until full payment is received.

5.6 Value added tax. All agreed leasing fees, prices and other charges and remuneration under the Agreement are quoted exclusive value added tax unless otherwise expressly stated.

6 FORCE MAJEURE

6.1 Extenuating circumstances. A party is exempt from penalties for non-performance of its obligations under this Agreement if said non-performance is due to extenuating circumstances which are beyond the control of said party and which prevent such fulfilment. Such extenuating circumstances include – but are not limited to – extreme weather conditions (such as, but not limited to, fire, drought, flooding and extreme cold), landslide or collapse, war, requisition, seizure, currency restrictions, rebellion and riot, scarcity of raw materials, general scarcity, restrictions on the supply of power, and long-term disruptions to transportation, data or telecommunications or the power supply.

6.2 Notification. If a party wishes to invoke extenuating circumstances, said party shall immediately notify the other party of when the event commenced and when it is expected to end. If a party fails to provide such notice, the party is not entitled to invoke the circumstances as a basis for exemption. The deadline for the fulfilment of the relevant obligation shall be extended by the duration of the extenuating circumstances.

6.3 Right of cancellation. Notwithstanding the other stipulations of this Agreement, each party may terminate the Agreement by providing written notice to the other party if the performance of the Agreement is delayed by more than fourteen (14) days due to extenuating circumstances.

7 PENALTIES AND LIABILITY

7.1 Exclusive penalties. The penalties which are expressly set out in this Agreement are exclusive, and thus the Customer is not entitled to demand other penalties with respect to any shortcomings in Cramo's fulfilment of the Agreement.

7.2 Cramo's liability. Cramo is liable only for direct damages caused by negligence on its part. Accordingly, Cramo is not liable for indirect damages such as delays in delivery, standstills, production downtime, production losses, loss of use, data losses, lost contracts, lost profits, or other subsequent financial losses.

7.3 Limited financial liability. Cramo's total liability under the Agreement shall not exceed the lower of: (i) the total remuneration paid by the Customer under the Agreement at the time of the damages; and (ii) SEK five (5) million.

8 EARLY TERMINATION

8.1 Right of termination. Each party ("**Entitled Party**") is entitled to, by written notice to the other party ("**Breaching Party**"), terminate the Agreement with immediate effect if the Breaching Party:

(a) fails to fulfil its obligations under the Agreement or applicable law if such failure is of material importance to the Entitled Party, and provided that the Breaching Party has not taken any corrective actions within seven (7) days from receiving written notice detailing what the Entitled Party considers to constitute a breach of contract;

(b) does not make payment within the agreed time, suspends its payments, initiates negotiations on settlement with its creditors, is declared bankrupt, files for corporate restructuring or composition or the like, ceases its operations, enters into liquidation or administration in respect of all or part of the assets of the Breaching Party; or

(c) repeatedly fails to fulfil its obligations under the Agreement, regardless of whether individual non-performance is of material importance and given that the Entitled Party has provided the Breaching Party with written notice thereof in accordance with Section 8.1(a) above.

8.2 Surviving provisions. Provisions of the Agreement which, by their nature or as specifically stipulated, are intended to continue to apply after the termination of the Agreement (whether due to the expiration of the agreement period or early termination) shall do so, including but not limited to Sections 10 and 11 of these general terms and conditions.

9 COLLECTED INFORMATION

Ownership of all information and statistics collected, compiled and processed within the bounds of the Agreement shall accrue to Cramo.

10 PERSONAL DATA PROCESSING

10.1 Cramo's processing. The agreement may require that Cramo processes personal data about the Customer or its representatives. The purpose of this processing is to enable the performance of the Agreement, the administration of the leasing relationship, the organisation and planning of Cramo's work, the production of reports and statistics and marketing activities (unless a block on direct marketing has been requested). In its marketing, Cramo may also contact the Customer by e-mail unless the customer has expressly declined such communications. By entering into this Agreement, the Customer consents to Cramo collecting, storing, processing and using personal data for the aforementioned purposes, and to personal data possibly being transferred to a third country (that is, a country outside the EU/EEA) for the above purposes. The Customer shall also ensure that there is valid consent or another legal basis for the processing for the aforementioned purposes of any personal information which the Customer submits to Cramo within the bounds of the Agreement.

10.2 The Customer's processing. If within the bounds of the Agreement personal data for which Cramo is the personal data controller are processed, legally the Customer shall be Cramo's personal data processor for such personal data. Consequently, the Customer agrees to comply with the applicable law, the terms and conditions of the Agreement and Cramo's instructions at any given time for the processing of personal data. Cramo is entitled to check the processing of personal data performed by the Customer and to obtain access to premises, computer equipment and so on to the extent necessary for this purpose. The Customer shall also permit the inspections which the Swedish Data Protection Authority or any other

supervisory authority may require to ensure the lawful processing of personal data.

10.3 Data subject rights. Each data subject is entitled to receive, once a year and free of charge, information about their personal data which is processed by Cramo and for which Cramo is the personal data controller by contacting Cramo in writing. Each data subject is also entitled to request the erasure of personal data or the correction of any incorrect personal data.

11 GOVERNING LAW AND DISPUTE RESOLUTION

11.1 Governing law. Swedish law shall govern the Agreement.

11.2 Dispute resolution. Any disputes arising from this Agreement shall ultimately be resolved through Swedish general law and in general court if the parties have not agreed in written of arbitration. Arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce ("**SCC**"). The Expedited Arbitration Procedure shall apply unless the SCC, taking into account the severity of the case, the monetary value of the dispute and other circumstances, determines that the standard Arbitration Procedure shall apply. In the latter case, the SCC shall also determine whether the arbitral tribunal shall consist of one or three arbitrators. Arbitration shall take place in Stockholm. The procedure shall take place in Swedish.

11.3 Non-disclosure. An arbitration procedure initiated on the basis of this arbitration clause shall be subject to non-disclosure. This non-disclosure encompasses all information disclosed in the procedure, as well as any decision or arbitration issued by the arbitral tribunal. Information encompassed by non-disclosure may not be disclosed to a third party without the prior written consent of the other party. Notwithstanding the above, a party shall not be precluded from disclosing such information in order to best protect its rights in its defence against the other party in the course of the dispute, nor if under a statute, regulation, official decision, stock exchange listing agreement or similar obligation a party is required to disclose such information.

11.4 Applicability to third parties. In the event that this Agreement or part thereof is granted or transferred to a third party, said third party is automatically bound by the provisions of this arbitration clause.