

**SWEDAVIA AB  
GENERAL TERMS – CORPORATE**

7 February 2023, Version 2.07

**1. Introduction**

These general terms govern the contractual relationship between the corporate customer ("Customer") and Swedavia AB, corporate identity no. 556797-0818 ("Swedavia"), collectively referred to as the "Parties", concerning the ordered Service ("Service"), to be in effect unless otherwise agreed in writing. In the event that a discrepancy arises between these general terms and Swedavia's service-specific terms concerning the ordered Service, the later shall take precedence.

**2. Agreement**

The "Agreement" refers to (i) the Agreement, along with the associated attachments, that has been entered into in writing between Swedavia and the Customer and to which these general terms and Swedavia's service-specific terms constitute attachments, and (ii) any delivery commitment covered or governed by the Agreement when applicable.

The Agreement shall be regarded as having been entered into once both Parties have signed the Agreement.

The Customer shall notify Swedavia of any changes to phone numbers, names or addresses to which Swedavia is to send invoices and other notifications. A notification shall be regarded as having been received no later than seven days after it has been sent to the designated address.

**3. Transfer of the Agreement and Resale of the Service**

A Party's rights and obligations pursuant to this Agreement may not be transferred or conceded without the written consent of the other Party. However, Swedavia shall always be entitled to transfer the Agreement to one of its subsidiaries. Any resale of Services must be approved in writing by Swedavia.

**4. Prices**

Unless otherwise agreed separately, the price for each Service shall be payable in accordance with the price list that Swedavia issues from time to time. All prices are exclusive of VAT.

Concession of premises, space in a mast or transmission equipment installed in a building or plant are, or will be as of the date that the Agreement is entered into, registered for voluntary liability to pay VAT. Thus, compensation for concession is exclusive of the VAT rate that is in effect from time to time.

**5. Payment of Invoices**

One-off fees are invoiced once the Service has been delivered to the Customer (in accordance with applicable service-specific terms). Periodic fees are invoiced quarterly in advance once the Service has been delivered to the Customer. Variable fees are invoiced after the first connection under the Service in question has been installed. Variable fees are invoiced monthly in arrears. The terms of payment are net per 30 days as of the invoice date.

If the Customer has a debt to Swedavia that exceeds the credit limit that Swedavia uses, Swedavia shall be entitled to demand immediate payment of the excess amount between regular invoice dates. Swedavia is entitled to suspend the Service until such time as said amount has been paid in full. The credit limit can be changed if deemed to be justified after a separate credit check.

In the case of overdue payment, Swedavia shall be entitled to charge a reminder fee and compensation for its collection expenses in accordance with the law. Interest on arrears shall be payable in accordance with the Interest Act. If payment has not been made more than 20 days after Swedavia sends a reminder, Swedavia shall be entitled to suspend the Service in question until such time as the Customer has paid in full.

At the request of Swedavia, the Customer shall pledge adequate collateral for full performance of its commitments pursuant to the Agreement in the form of a bank guarantee or other collateral acceptable to Swedavia.

**6. Changes to Terms**

Swedavia reserves the right to make changes to these general terms and to service-specific terms. Any changes shall enter into force three months after the Customer has been notified. The Customer shall be regarded as having been notified of changes to terms on the date that said notification is posted to Swedavia's website ([www.swedavia.net](http://www.swedavia.net))

If the changes accrue to the Customer's material disadvantage, the Customer shall be granted the right to either (i) retain the version of the general terms and/or service-specific terms in effect before the change was made until the period of the Agreement that is current at the time that notification was made has expired or (ii) issue early notice of termination of the Agreement. Swedavia shall receive such notice of termination, which must be in writing, no later than one month after the Customer has been notified of the changes; otherwise, the Customer shall be regarded as having accepted the changes.

**7. Cancellation of the Agreement**

Either Party shall be entitled to issue a notice of termination of the Agreement if the other Party materially neglects its obligations pursuant to the Agreement and, despite a written admonition, has not made acceptable correction within thirty (30) days after a written demand.

Swedavia shall be entitled to cancel the Agreement, either wholly or in part, effective immediately if the Customer:

- a) Enters into bankruptcy, liquidation, compulsory administration or composition, has suspended payment until further notice or has received a trading prohibition
- b) Is the object of a petition for bankruptcy, compulsory liquidation, compulsory administration, composition or similar proceedings
- c) Has been convicted of an offence related to carrying on a trade in accordance with a legally binding judgement or commits a serious error in carrying on a trade
- d) Has failed to perform its commitments with respect to tax or social insurance contributions
- e) Has, either prior or subsequent to the signing of the Agreement, submitted erroneous information or neglected to submit information about the Customer that is of material significance for the inception of the Agreement
- f) Has failed to pay more than 30 days after Swedavia has sent a reminder

If Swedavia has grounds for cancellation in accordance with this Section (7), Swedavia shall, without affecting other rights and sanctions that Swedavia may claim pursuant to the Agreement or applicable law, always be entitled to withhold performance pursuant to the Agreement that is related to said grounds for cancellation. Swedavia shall notify the Customer of withheld/suspended performance without unreasonable delay.

Continued Validity: The provisions of the Agreement that are of such a nature that they are to remain in force after termination of the Agreement, such as the obligation to observe confidentiality, shall continue to be valid after termination of the Agreement.

**8. Limitation of Liability**

The Parties are not obliged to indemnify loss because utilization of the Service has been prevented or impeded due to circumstances specified in sections Scheduled Work and Suspending the Service of the service-specific terms. Planned Work shall include all disruption of operations related to Airport Information. It is incumbent on the Customer to obtain Airport Information and follow the instructions presented there.

Penalties may be payable in accordance with the service-specific terms for losses that stem from suspension or unavailability of the Service, or from lack, incorrect execution, delay or corruption of

name, number, address or other identification shall be payable only to cover expenses occasioned by the loss and provided that the Parties have acted negligently. Under no circumstances shall compensation be payable for indirect loss, such as loss of profit, reduced production or commercial sales, obstacles to meeting obligations to a third party or lack of benefit from the Agreement. Swedavia's total liability for the Customer's losses is limited to SEK 20,000. The limitation of liability does not apply in case of gross negligence.

If the Parties are prevented or materially impeded from performing a commitment due to circumstances the Parties could not reasonably have anticipated or influenced, including war, strike, sabotage, vandalism, fire, power outage, natural disaster, acts by public authorities or similar circumstances, or one of Swedavia's subcontractors is prevented from completing delivery due to the above circumstances, grounds for discharge from liability shall arise and the Parties shall be discharged from liability or performance pursuant to the Agreement as long as the circumstances so dictate.

In the event of an incident pursuant to the above paragraph, the Party shall be discharged from liability for damages.

#### **9. Rights, Infringement of Intellectual Property Rights, etc.**

Unless otherwise stated in the Agreement, all material, specifications and other documentation, information and know-how that Swedavia or a third party when applicable provides or develops within the framework of the Agreement shall remain the exclusive property of Swedavia or said third party, and nothing in the Agreement shall be regarded as constituting usufruct or other right to said property on the part of the Customer.

#### **10. Environment**

The Customer shall meet the requirements stipulated in the environmental law of Sweden, as well as that of the homeland when applicable.

The Customer shall have a well-documented environmental policy that has been implemented throughout the organization, as well as a high level of environmental awareness and accountability for compliance with applicable regulations, and shall actively develop measures that improve the environment.

The Customer undertakes to immediately report accidents and other incidents that occur on Swedavia's premises and that entail or may entail risk to human health or risk of discharges into the air, water or soil.

#### **11. External Communication**

Without Swedavia's written consent, the Customer shall not be entitled to refer to Swedavia's delivery commitment to the Customer as part of any type of marketing or other communication.

#### **12. Notifications**

All consent and other notifications to be submitted or exchanged pursuant to the Agreement shall be regarded as having been duly delivered if executed by (i) personal delivery or courier, (ii) registered letter, or (iii) fax or e-mail, and thereby delivered to the

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communication. Damages are payable only if the Parties have acted negligently. Compensation for loss due to an erroneous

contact person at the address that the other Party has designated for the purpose. Each Party shall be entitled to change said contact person, address or other contact information at any time by notifying the other Party in writing.

Notification delivered personally or by courier shall be regarded as having been received by the other Party on the delivery date, provided that delivery is not made after closing time, whereby notification shall instead be regarded as having been received by the other Party on the next working day.

Notification that has been e-mailed shall be regarded as having been received by the other Party immediately after acknowledgement of receipt, provided that it does not occur after closing time, whereby notification shall instead be regarded as having been received by the other Party on the next working day.

Notification sent by registered letter shall be regarded as having been received by the other Party three (3) working days after the letter became available for pickup.

#### **13. Confidentiality**

Without the other Party's written consent, both Swedavia and the Customer undertake in perpetuity not to disclose to a third party data or information concerning the content of this Agreement or commercial, technical market-related or other type of information received from the other Party above and beyond that which is absolutely required for performance of the Agreement, both before and during the period of the Agreement. However, a Party shall not be bound by confidentiality if obliged to disclose information in accordance with law, another statute or the decision of a public authority.

Swedavia shall be entitled to disclose names, addresses and phone numbers for directory enquiries unless the Customer has requested in writing that the information be unlisted.

#### **14. Disputes**

Disputes concerning enforcement or interpretation of this Agreement and associated legal relationships shall be adjudicated in an ordinary Swedish court of law.

In order to be asserted, any claim pursuant to this Agreement must be lodged in writing no later than three months after the Party became aware or should have become aware of the grounds for the claim. Under no circumstances may a claim be lodged later than three months after termination of the Agreement.

Without affecting the right to cancellation in accordance with Section 7 above, the Customer shall not be entitled to withhold any of its performance pursuant to the Agreement in view of or with reference to a dispute with Swedavia.

#### **15. APPLICABLE LAW**

The rights and obligations of Swedavia and the Customer pursuant to the Agreement shall be wholly determined by Swedish law.