

POLYMIRA AB – General Terms and Conditions

POLYMIRA AB (below denoted POLYMIRA)

applies the following general terms and conditions for all service assignments.

1 Scope of work and implementation

- 1.1 POLYMIRA is responsible to perform the according to the conditions mentioned in the offer submitted to the Purchaser.
- 1.2 POLYMIRA undertakes to perform the assignment described in the order or order confirmation to the best of his ability and in a professional way and according to applicable laws.
- 1.3 The Purchaser shall provide POLYMIRA with relevant information regarding the assignment. POLYMIRA is not responsible for delays due insufficient information or expected support from the customer. If the project is delayed or the time schedule changed due to such circumstances POLYMIRA is entitled to receive economic compensation.

2 Samples

Samples shall be delivered to POLYMIRA for free within one week before sample testing is planned.

3 Reporting

- 3.1 Results obtained are reported orally or in written in Swedish or English as requested by the Purchaser.
- 3.2 A final report including all relevant results and conclusions will be delivered to the Purchaser in Swedish or English within three weeks after the assignment is completed.

4 Ownership and tenancies

- 4.1 POLYMIRA has the right to store a copy of the results and documentation received in the assignment.
- 4.2 The Purchaser has the right to use the results in such way that the results cannot be misinterpreted or misleading.
- 4.3 The Purchaser has the right to use the name and logotype of POLYMIRA for advertisement purpose only when reports, certificates etc are reproduces in their original context. Other use requires the permission by POLYMIRA.

5 Secrecy

- 5.1 All assignment are treated fully confidentially i.e. all documentation within the assignment will not be shared externally unless a specific permission from the Purchaser.
- 5.2 In assignments termed 'classified' information on the purpose of the assignment, customer, purpose and results will only be shared with named person and the general manger. The confirmation is signed by group manger and the general manager.
- 5.3 A dedicated Non Disclosure Agreement (NDA) may be signed between the Purchaser and POLYMIRA on request which will then replace 5.1 and 5.2.

6 Inventions

If an invention is made during the assignment which can become the subject for a patent, the following will apply.

- a) If nothing else agreed POLYMIRA has the right to the invention - unless the inventor has legal rights the invention.

- b) If the Purchaser has the rights to the invention but do not apply for a patent within 12 months, the invention may be used by both the Purchaser and POLYMIRA.

7 Responsibilities

- 7.1 POLYMIRA is responsible to supply the Purchaser with documentation including all relevant results and conclusions in written in Swedish or English on request.
- 7.2 Claims against POLYMIRA after completed assignment shall be addressed to POLYMIRA within 6 months after the final report was written.
- 7.3 The Purchaser is responsible that he has sufficiently knowledge on evaluating and using the results. In case of uncertainties how the results should be understood POLYMIRA should be consulted.
- 7.4 POLYMIRA takes no responsibility for the use of the reported results by the purchases or for any injury or damage caused by the use of the results. Under no circumstances the Purchaser can claim any economical compensation against POLYMIRA.
- 7.5 POLYMIRA is immune to liability or the fulfilment of the assignment if the fulfilments becomes unreasonable burdensome due to circumstances not controlled by POLYMIRA.

8 Remuneration and payment for the assignment

- 8.1 Remuneration for the assignment shall be payable in accordance with the hourly and/or unit prices stated in the offer. Remuneration may not exceed the budget and not deviate from the payment plan if stated in the offer unless the Purchaser has given his prior written consent. Invoices shall be issued in accordance with the payment plan if applicable. The invoice shall specify time period, work performed and remuneration debited for such work.
- 8.2 Travel costs including flight, taxi, hotel and daily allowance will be invoiced separately unless else has been agreed.
- 8.3 Project expenses including the purchase of materials and sub-contractors will be invoice separately to self cost with a supplement charge of 10% administrative fee.
- 8.4 VAT and Taxes will be added according to Swedish rules.

9 Terms of payment

- 9.1 POLYMIRA has the right to request payment in advance before delivering the results.
- 9.2 POLYMIRA has the right to regularly invoice generated costs generated in the assignment.
- 9.3 Payment must be received within 30 days net after receiving the invoice. Invoice can be sent by email or postal mail.
- 9.4 After the due date a penalty interest of 8 % is added.

10 Disputes

- 10.1 Disputes emanating from this assignment together with anything connected thereto may not be brought before a court for adjudication but shall be finally determined by arbitrators in accordance with the arbitration act in Sweden (Stockholm Chamber of Commerce).
- 10.2 All disputes emanating from this assignment shall be considered and determined according to the law of Sweden.