

## GENERAL TERMS FOR ENVIRONMENTAL ASSESSMENTS – 2016-09-20

### 1 APPLICATION

SundaHus operates and provides SundaHus Material Data, an internet based platform for environmentally assessed building materials (the “**Platform**”). Through the Platform, the users may access environmental data and assessments of various products. SundaHus assessments are based upon information provided by manufacturers and suppliers of building materials.

These general terms apply when SundaHus conducts environmental assessments of products (the “**Services**”) upon request by the Client. These general terms are an integral part of the Agreement. References to the Agreement include these general terms.

### 2 DEFINITIONS

The defined terms and expressions used in these general terms shall have the respective meanings set forth in the Agreement and below:

“**Agreement**” means the written agreement between the Client and SundaHus regarding the Services, or any other agreement where reference to these general terms is made;

“**Intellectual Property**” means, without limitation, any and all intellectual property rights currently or in the future owned by SundaHus or any of its affiliates, regardless of territory and regardless of whether or not such intellectual property arises from registration, protection by establishment or otherwise, such as (i) business firm, rights in and to inventions (whether patentable or not), utility models, industrial designs, trade names, trademarks and copy rights (including without limitation software, source code, documentation, database rights, registers, records, reports, bands and any other materials that may be protected by copyright), (ii) proprietary rights in immaterial results which are protected by confidentiality, including but not limited to know-how and trade secrets, and (iii) any application or right to apply for any of the rights referred to in this definition and all renewals, extensions and restorations thereof;

“**Client**” means the party named in the Agreement for which SundaHus shall perform the Services;

“**Product**” means the products covered by the Service;

“**Product Data**” means any and all data, information and documentation regarding the Product that is collected by SundaHus as part of the Services, or otherwise obtained by SundaHus in order to fulfil its obligations under the Agreement, including but not limited to information contained in safety data sheets, declaration for building material or other environmental declaration or form issued by the manufacturer, distributor or supplier of the Product;

“**Party**” means either of the Client or SundaHus, and “**Parties**” means the Client and SundaHus jointly;

“**Results**” means the results of the Services, including but not limited to the environmental assessment and classification of the Product; and

“**SundaHus**” means SundaHus i Linköping AB (publ), reg. no 556404-1373.

### 3 PROVISION OF THE SERVICES

3.1 The Services comprise the Products stated in the Agreement and any other Products added in accordance with section 5.1 below.

3.2 The Services will be conducted in accordance with the current assessment criteria applied by SundaHus from time to time as published on SundaHus website, <http://www.sundahus.se/>.

3.3 When conducting the Services, SundaHus will compile the environmental hazardous aspects of the Product, based upon gathered or provided Product Data. Classifications of the chemical components contained in the Product are based upon the databases of the European Chemicals Agency (“**ECHA**”), other generally accepted databases or assessments of the Product provided by the manufacturer, distributor or supplier of the Product.

3.4 SundaHus is entitled, but not obligated, to conduct a renewed assessment of the Product and adjust the information on the Platform if SundaHus receives updated, altered or additional Product Data. The aforementioned rights also apply if the assessment criteria are altered, regardless of the reason thereto.

3.5 SundaHus is entitled to engage sub-contractors for the fulfilment of its obligations under the Agreement or any part thereof.

### 4 USE OF THE RESULTS

4.1 SundaHus undertakes to publish the Results, together with any relevant Product Data, on the Platform when the Services are complete.

4.2 SundaHus is entitled to, independently or in cooperation with a third party, for any purpose and without restrictions, use, modify, register, link or in any other way make use of the Results, or any of the Product Data, in other contexts than the Platform.

4.3 The Parties intend that the Results and all Product Data shall be publicly available on the Platform. In exceptional cases, however, SundaHus may, upon the Clients request thereof, conceal certain Product Data in the Platform. For this purpose, SundaHus undertakes to conceal certain Product Data in the Platform, provided however that the Product Data to be concealed, and reason for concealment, is expressly provided for in the Agreement.

### 5 UNDERTAKINGS OF THE CLIENT

5.1 The Client shall, through the website of SundaHus, set forth the persons authorized to communicate which Products are included in the Services from time to time.

5.2 The Client shall provide SundaHus with any Product Data, together with any other documentation, that is required for SundaHus to perform the Service and any other measures agreed upon by the Parties.

**GENERAL TERMS FOR ENVIRONMENTAL ASSESSMENTS – 2016-09-20****6 DELIVERY TIME**

In consideration of the varied scope and complexity of Product Data and varying assessment criteria between different Products, SundaHus may not guarantee any specific times of delivery. On average, the time required for publishing Results regarding a Product is approximately 15 working days after SundaHus receives the required Product Data and other necessary documentation.

**7 PRICE AND PAYMENT**

7.1 For the provision of the Services, SundaHus is entitled to compensation with a fixed price as provided for in the Agreement, or, if no fixed price has been agreed upon, on a current accounts basis in accordance with the hourly rates set forth in SundaHus hourly price list as applicable from time to time.

7.2 All prices are set forth exclusive of value added tax.

7.3 If, during the term of the Agreement, the Client notifies that additional Products shall be included in the Services, SundaHus is entitled to additional compensation as agreed between the Parties. If no agreement is made regarding compensation, SundaHus is entitled to compensation on a current accounts basis as stated in section 7.1 above.

7.4 SundaHus shall invoice the Client on a monthly basis. Payment shall be made to SundaHus no later than thirty (30) days from the date of invoice.

7.5 If the Client is in delay of payment, SundaHus is entitled interest and late payment fees in accordance with the Swedish Interest Act (*Sw. räntelagen (1975:635)*).

**8 INTELLECTUAL PROPERTY RIGHTS**

8.1 Any and all Intellectual Property Rights arising from the provision of the Services, including but not limited to the Results, are SundaHus sole and exclusive property.

8.2 SundaHus hereby grants the Client a free, non-exclusive, limited license to use the Results in accordance with the Agreement.

**9 FORCE MAJEURE**

9.1 Performance by either Party of their obligations under this Agreement shall be extended by the period of delay caused by force majeure, including but not limited to extreme weather conditions (including without limitation fire, drought, flood or extreme cold) landslide, war, mobilisation or military draft of similar scope, requisition, confiscation, currency restrictions, insurgency, riot, shortages of raw materials, restrictions in supply of fuel, labour disturbances (including without limitation strikes, walkouts or other labour disturbances) and disruptions of transport, telecommunications or supply of electricity. Correspondingly, the obligations of SundaHus shall be extended should an event of force majeure affect any of its sub-suppliers or representatives.

9.2 Any Party affected by an event of force majeure shall immediately inform the other Party in writing of the beginning and the end of such occurrence. If a Party

fails to inform the other Party in accordance herewith, such Party shall not be entitled to suspend its performance with reference to such occurrence.

9.3 The time for completion of obligations affected by an event of force majeure shall be extended correspondingly with the duration of the event of force majeure. Regardless of what is stated elsewhere in the Agreement, either Party may terminate this Agreement by written notice to the other Party if performance of the Agreement is extended by more than three (3) months.

**10 LIABILITY**

10.1 As stated in section 3.3 above, the Services are conducted based on Product Data and assessment criteria provided by third-party resources such as manufacturers, product suppliers, as well as ECHA and other authorities. SundaHus has not verified, and is unable to verify, that the Product Data and assessment criteria are correct and comprehensive. Consequently, SundaHus expressly excludes all liability for such deficiency or inaccuracy in the Services attributable to inaccurate or incomplete Product Data or assessment criteria. However, this limitation of liability does not apply in cases of gross negligence by SundaHus in performance of the Services.

10.2 Regardless of what is stated in section 10.1 above, SundaHus undertakes to remedy incorrect or deficient information registered on the Platform without any undue delay after such deficiency or incorrectness comes to SundaHus attention.

**11 TERM AND TERMINATION**

11.1 If no term is stated in the Agreement, the Agreement shall be valid until further notice. Each Party may terminate the Agreement with three (3) months prior written notice.

11.2 SundaHus is entitled to suspend the performance of the Services and terminate the Agreement with immediate effect if the Client:

- (i) is in delay of payment to SundaHus;
- (ii) is in material breach of its obligations under the Agreement or applicable law and does not remedy such breach within reasonable time after notification hereof; or
- (iii) becomes insolvent, files for bankruptcy, takes advantage of any legal scheme or arrangement for the satisfaction of creditors, adopts a resolution for the liquidation of its assets, or if a petition in bankruptcy, for receivership or for winding up is taken by it or against it.

11.3 Notwithstanding any termination or expiry of the Agreement, any provisions which specifically provide for rights or obligations for the Parties after any such termination or expiry shall survive any termination or expiry of the Agreement, including but not limited to, section 8, 10 and 13 of these general terms.

**GENERAL TERMS FOR ENVIRONMENTAL ASSESSMENTS – 2016-09-20****12 ASSIGNMENT**

The Client may not assign or pledge its interest in or obligations under the Agreement without the prior written consent of SundaHus. SundaHus may without the consent of the Client assign or pledge rights or obligations under the Agreement, or parts thereof, to a third party.

**13 GOVERNING LAW AND DISPUTE RESOLUTION**

13.1 The Agreement shall be governed by and construed in accordance with the substantive laws of Sweden.

13.2 Any dispute, controversy or claim arising out of or in connection to the Agreement, shall be settled by the Swedish courts of general jurisdiction with the District Court of Linköping (Sw. *Linköpings tingsrätt*) as court of first instance.