

Questions regarding the terms specified in this document per e-mail to: [inkop@attendo.se](mailto:inkop@attendo.se)

*It should be simple and clear to do business with Attendo and our employees should have to spend as little time as possible on purchasing goods and services and instead focus on our core business - "strengthen the individual". These terms aim to ensure the above by creating uniform requirements regarding administration, quality & sustainability, cost and risk.*

## 1. Definitions & general

- “**Agreement**” means these general purchasing terms, including any separate purchase order or similar document that is issued and accepted by the Parties with these general terms as its basis.
- “**Agreement Manager**” means the person that Attendo has authorized in writing to represent Attendo under this Agreement, or if no such person has been specified, a person from Attendo’s purchasing department.
- “**Attendo**” means Attendo AB or any legal person under the direct or indirect control of Attendo AB and that operates in Sweden, Norway and Denmark, whereby the term “control” is understood as the ability directly or indirectly to influence the management and direction of the legal person, whether through ownership of shares, by contract or other means.
- “**Contact Person**” means the Agreement Manager and the Supplier’s representative for this Agreement, as well as, in the event a Delivery Contract is concluded, any persons authorized in writing to represent Attendo according to such Delivery Contract.
- “**Delivery Contract**” refers to any delivery agreement, cooperation agreement, assignment agreement, purchase agreement, price agreement, or any other similar agreement entered into by the Parties regarding the Goods or Services.
- “**Good**” or “**Goods**” refers to a physical product.
- “**Party**” or “**Parties**” refers to Attendo and the Supplier individually or jointly.
- “**Product Catalogue**” refers to the information about Goods or Services provided by the Supplier to Attendo in order to be connected to Attendo’s purchasing system.
- “**Purchase Order**” refers to the electronic information that is created for each order processed through Attendo’s purchasing system.
- “**Service**” or “**Services**” refers to service matters, staffing solutions, administrative services, or different types of assignment where a purchase or task does not relate to a physical product for Attendo (although it never includes real property leases).
- “**Supplier**” refers to the party that Attendo has entered into this Agreement with.

## 2. Application and documentation

- 2.1. This Agreement shall apply to all purchases from the Supplier made by Attendo for its Swedish, Norwegian, and Danish operations.
- 2.2. The contractual relationship between the Parties consists of (i) the Agreement, and (ii) the Delivery Contract if such has been concluded. Attendo shall not be considered bound by any additional conditions provided by the Supplier and any invoice payments shall not be construed as acceptance by Attendo of such additional conditions. In the event of inconsistencies or contradictions between any of the documents that form part of this Agreement, the Delivery Contract shall prevail over the Agreement. In the event of inconsistencies or contradictions be-

tween these general terms and a Purchase Order, these general terms shall prevail.

- 2.3. Any proposed amendments to the Agreement or the Delivery Contract from the Supplier prior to or during performance of a specific Purchase Order that are not accepted by the Contract Manager in writing or via e-mail, shall not be applicable between the Parties.
- 2.4. Correspondingly, the conditions in the documents accompanying the delivery, such as delivery notices or licensing terms that are attached to or otherwise must be accepted upon installation of software (so-called click-wrap licenses), standard terms and conditions applicable to Goods, references to conditions available on websites or similar documents shall never be considered applicable between the Parties unless the Contact Persons have agreed otherwise in writing or via e-mail.
- 2.5. Only Agreement Managers have the right to make amendments to the Agreement, for example amendments to order procedures or delivery conditions. Amendments implemented by anyone other than the Agreement Managers shall not be applicable to Attendo.

## 3. Purchase Orders

- 3.1. Orders of Goods and Services are usually placed electronically through Attendo’s purchasing system. For each order a Purchase Order is created and sent electronically to the Supplier. The Purchase Order is the basis for the Supplier’s invoice. Only those persons who are authorized purchasers have the right to issue Purchase Orders.
- 3.2. The Supplier shall ensure that an order confirmation is sent electronically to the purchaser for each order. For an order to be valid, the Supplier is required to send an order confirmation within two (2) working days from the placing of the order and in which the Purchase Order’s content and the date of scheduled delivery is clearly stated.
- 3.3. Attendo is entitled from time to time to give further reasonable instructions regarding ordering procedures and information about Purchase Orders.
- 3.4. The Supplier is aware that orders (i) placed in any manner other than as described above, or (ii) not placed according to the procedure set out in the Delivery Contract, in the event such Delivery Contract has been concluded, shall not imply that Attendo has any obligations to the Supplier and Attendo may thus refuse to pay for such Goods and Services. This applies equally in the event the Goods are delivered or the Services are performed upon the request of an Attendo employee.

## 4. Delivery terms

- 4.1. The following applies to the delivery of Goods:
  - Delivery of Goods shall be conducted according to DDP (INCOTERMS 2010).
  - For each delivery of Goods, the Supplier shall attach a delivery notice, in which the number of delivered Goods is shown by item numbers. Written or electronic receipts for all deliveries must be issued by the Attendo consignee.
- 4.2. The following applies to the performance of Services:
  - During the delivery of a Service, the Supplier is not entitled to implement any amendment to the agreed content if it has not been accepted in writing or via e-mail by the Attendo purchaser specified in the Purchase Order.

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- The Supplier shall ensure that Attendo receives documentation according to (i) the Purchase Order, (ii) the Delivery Contract in the event such a Delivery Contract has been concluded, as well as (iii) the law of the country where the Service is performed.

## 5. Delivery delay

- 5.1. The Supplier acknowledges that timely delivery is of great importance to Attendo. All delivery dates and deadlines specified in the Purchase Order or otherwise agreed upon by the Parties (e.g. via e-mail) are binding.
- 5.2. If the Supplier is delayed in delivering or performing the Goods or Services in accordance with the delivery dates and delivery times applicable under section 5.1, the compensation owed to the Supplier for the Purchase Order shall be reduced by an amount equivalent to two (2) percent of the value of the Purchase Order or the delayed part of the Purchase Order, for each commenced week of delay up to a maximum of twenty (20) percent of the value of the Purchase Order (i.e. the equivalent of ten (10) weeks' delay).

## 6. Warranties

- 6.1. The Supplier warrants that the Goods and/or Services, as applicable, (i) are free from any defects or deficiencies in design and materials, (ii) are carried out professionally and/or are provided in a professional manner, (iii) are fit for their intended purposes, (iv) correspond to the requirements and/or the functions specified in the Delivery Contract, if such has been concluded. The Supplier also warrants that Attendo will be the rightful owner of the delivered Goods without any restrictions in the form of liens, competing proprietary rights or other similar limitations.
- 6.2. In the event the Supplier delivers Goods or performs Services contrary to section 6.1 or otherwise in violation of this Agreement or the Delivery Contract, the Supplier shall upon Attendo's instruction (i) deliver new Goods to replace the faulty Goods or perform the Services again as compensation for the faulty Services within ten (10) days, (ii) remedy the faulty Goods or Services within ten (10) days, and/or (iii) allow Attendo a price reduction by an amount equivalent to the defects or deficiencies in the Goods or Services. If the defects or deficiencies of the faulty Goods or Services are of material importance, Attendo shall also be entitled to terminate the Agreement and any Delivery Contract, in accordance with section 19.1.

## 7. Indemnities

- 7.1. The Supplier shall indemnify and hold Attendo harmless from and against all claims, actions and lawsuits from third parties, including but not limited to employees of Attendo or of Attendo's customers, related to personal injury, death or damage to real and personal property caused by delivered Goods or performed Services, as well as against all losses, damages, expenses or costs incurred by Attendo from such claims, actions or lawsuits.
- 7.2. The Supplier shall indemnify and hold Attendo harmless from and against all claims, actions and lawsuits from third parties arising out of actual or alleged infringement of third party intellectual property rights, including but not limited to patents, trademarks and copyrights relating to delivered Goods or performed Services as well as against all losses, damages, expenses or costs incurred by Attendo from such claims, actions or lawsuits.

## 8. Price

- 8.1. Attendo shall pay the price for the purchased Goods and Services specified in the Purchase Order. Such compensation may be made in the form of a lump sum or by periodic payments in accordance with the Purchase Order. The compensation under the Purchase Order shall constitute the Supplier's full reimbursement from Attendo with respect to the purchased Goods, Services and all other obligations of the Supplier under this Agreement.
- 8.2. If a Delivery Contract has been concluded, the Supplier shall only be entitled to price adjustments if such are specified in the Delivery Contract.
- 8.3. Costs that are not explicitly specified in the Purchase Order as costs to be borne by Attendo shall be borne by the Supplier unless the Parties agree otherwise in writing or via e-mail.

## 9. Invoicing & payment terms

- 9.1. After completed delivery and receipt of an accurate invoice, Attendo shall make payments in arrears against invoices with the payment term of 30 days net.
- 9.2. Suppliers that send more than twelve (12) invoices per year to Attendo shall ensure that payments are made against electronic invoices. The Supplier is responsible for contacting Attendo's supplier accounts ledger, as well as any necessary third party, to set up a proper invoice procedure and to ensure that the invoicing format is in accordance with Attendo's templates and specifications.
- 9.3. Invoicing shall be made per order and per cost center, detailing the purchase. Each invoice shall include corporate information, shipping address, purchaser reference in terms of cost center (a four-digit reference), Purchase Order number, item number, and VAT number.
- 9.4. Sensitive personal data, e.g. health status, data regarding children under the age of 13 and/or social security number, may not occur on invoices.
- 9.5. Attendo shall be entitled to give the Supplier additional reasonable instructions regarding invoice format from time to time.
- 9.6. No invoicing charges or other additional payments shall be applied. Beyond statutory value-added tax, which in applicable cases shall be borne by Attendo, the Supplier shall bear and pay all taxes, fees, levies, duties and charges owed to the authorities.
- 9.7. Attendo has the right to return an invoice and request a credit invoice if the invoice is not complete and the Supplier is responsible for completing the necessary information.
- 9.8. The Parties acknowledge that it is important to maintain their respective accounting and financial reporting. Invoicing of ordered Goods and Services should therefore be issued within three (3) months from the completed and approved delivery. The Supplier is not entitled to request any payment from Attendo regarding the invoiced amount after this deadline.
- 9.9. If timely payments are not made, the Supplier is entitled to interest from the due date. Interest is payable under the Interest Act.
- 9.10. Individuals from Attendo's accounts payable department are authorized to represent Attendo regarding sections 9.1-9.9 of this Agreement, and will contact the Supplier if any of these provisions are not observed.

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## 10. Communication & notices

- 10.1. Communication concerning, for example, complaints, delivery delays or incorrect pricing and/or numbering on an invoice is primarily handled directly by the purchaser specified in the Purchase Order.
- 10.2. Written communication concerning the Agreement or the Delivery Contract shall preferably be made via e-mail and shall be addressed to the Contact Persons. Regarding notices of termination of the Agreement or the Delivery Contract or notices of alleged violations of the Agreement or the Delivery Contract, the sender shall ensure that confirmation of receipt is obtained in order for the communication to be deemed to be received (e.g. through a read-receipt). Receipt of notices of absence, including so-called "Out-of-office" messages, shall not be considered as acceptable confirmation that the other Party has received a notice.
- 10.3. If a Party wants to replace its Contact Person, this must be communicated to the other Party's Contact Person in writing.
- 10.4. For a Supplier of Goods or Services that is connected to Attendo's purchasing system through the Product Catalogue or by technical integration, the following shall apply:
  - Upon Attendo's request, the Supplier shall provide Product Catalogues, image links or information on the Goods or Services free of charge within 15 working days. The Product Catalogue shall be structured in a format that is accessible through Attendo's purchasing system.
  - The Supplier shall ensure that Product Catalogues are issued under accepted standards, and that Product Catalogues in Excel format will be adapted for Attendo's template.
  - The Supplier shall notify any suggested amendments to item numbers, product descriptions, or price adjustments.
  - Upon Attendo's request, the Supplier shall continuously update the Product Catalogue via the purchasing system's supplier portal without any additional cost for Attendo.
  - Attendo shall ensure that the Supplier receives answers concerning approvals within a maximum of 15 working days.

## 11. Statistics

In the event the Parties have agreed that statistics shall be provided by the Supplier to Attendo on a running basis, the following applies:

- Agreed statistics shall be sent to Attendo no later than 15 working days after the end of each agreed period; and
- If the Supplier fails to send such statistics within 15 working days, Attendo shall in the first instance send a written reminder to the Supplier. If the Supplier does not send the statistics within 15 working days of such a reminder, it shall pay a penalty of 10,000 SEK (exclusive of VAT) for each delayed event.

## 12. Laws and policys

- 12.1. The Supplier warrants that the ordered Goods and Services shall be manufactured/performed in accordance with applicable laws and regulations. This shall also include requirements regarding the environment, ethics, working conditions and social conditions.
- 12.2. The Supplier undertakes to be certified according to ISO9001 and ISO14001 or equivalent systems. An equivalent system

may be the Supplier's own policies and routines for quality and the environment.

- 12.3. The Supplier shall have collective agreements or similar types of agreements.
- 12.4. In the event of importation of goods from manufacturers outside the EU, the Supplier shall be able to demonstrate good working conditions at the-manufacturer, for example, through the ILO conventions.

## 13. Agreement follow-up

- 13.1. On ten (10) working days' notice, the Supplier shall be able to share information with Attendo regarding the environment, working conditions, laws and regulations, social issues, as well as corporate policies based on the relevant Attendo follow-up templates in use at the applicable time.
- 13.2. Attendo reserves the right to visit the Supplier to access its quality, environmental and ethical work.
- 13.3. Through its auditor or other appropriate person, and after timely notice has been issued, Attendo has the right to access the Supplier's (or any future contracting party's) invoice information relating to the invoicing of Attendo.

## 14. Data protection

Attendo and the Supplier have entered into a Data Processing Agreement regulating situations where the Supplier processes personal data on behalf of Attendo.

## 15. Intellectual property & branding

- 15.1. Neither Party has the right under the Agreement to make any use whatsoever of the other Party's brand, including logotypes or brand names, without first securing written consent.
- 15.2. In the event such consent is provided, any use by one Party of the other Party's brand or distinguishing features must be in accordance with instructions provided.

## 16. Force majeure

- 16.1. If the performance of a Party's obligations under this Agreement is prevented by unforeseen circumstances outside the Party's control, which were not reasonably foreseeable, such Party is relieved from any penalties and other sanctions under the Agreement resulting from such unforeseen events. Such circumstances include material labor disputes, war, mobilization or large scale military summons, requisition, currency restrictions, insurrection and riots. The foregoing shall not include circumstances that are related to any sub-suppliers of the Supplier, unless such sub-contractors are prevented by unforeseen circumstances outside their control in the same manner as indicated above in this paragraph 16.1.
- 16.2. The Party wishing to rely on the force majeure exception under clause 16.1 shall notify the other Party immediately in writing about the relevant circumstance, the date on which it started, its likely or potential duration, and its effect on that Party's ability to perform any obligations under the Agreement.
- 16.3. If the relevant circumstance giving rise to the exemption under clause 16.1 prevents or delays the affected Party's performance of its obligations for a continuous period of more than thirty (30) days, the other Party has the right to terminate the Agreement with immediate effect by giving notice in writing.

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## 17. Confidentiality

- 17.1. Each Party undertakes that it shall not at any time disclose to external sources any confidential information or knowledge that is confidential to the other party. The term “confidential information” refers to such information received by one Party from the other Party that would be considered a trade secret.
- 17.2. This commitment does not include information that is already or will soon be in the public domain when received by either Party.
- 17.3. Each Party undertakes to ensure that those of its employees involved in upholding the Agreement sign corresponding confidentiality agreements. In addition, each Party shall introduce the measures necessary to limit access to the other Party’s confidential information only to those for whom such access is necessary in order to fulfill obligations under the Agreement.
- 17.4. This confidentiality obligation is valid during the term of the Agreement and for a period of five (5) years thereafter.

## 18. Liability insurance

- 18.1. The Supplier shall maintain in force liability insurance common for the industry, covering all operations that are related to the Agreement. The liability insurance shall cover general liabilities and product liabilities, including consultancy liabilities and protection against the requisition of assets, as regards damages for which the Supplier, or party for whom the Supplier is responsible, is accountable. The liability insurance shall cover an amount of no less than 100,000 SEK per occasion and at least 1,000,000 SEK per year.
- 18.2. On Attendo’s request, the supplier shall provide Attendo with:  
(i) written confirmation that the Supplier has paid the liability insurance premiums; (ii) written confirmation that the liability insurance is active and insured amounts have not been reduced or otherwise negatively affected; and (iii) the insurance certificate issued by the insurance company or insurance broker specifying the terms and scope of the liability insurance.

## 19. Termination at will

- 19.1. Either Party may terminate the Agreement with immediate effect by giving written notice to the other Party if:
  - the other Party fails to uphold its obligations under the Agreement, which breach being irremediable or (if such breach is remediable) fails to remedy that breach within a period of twenty (20) days after being notified in writing to do so; or
  - the other Party suspends payments of its debts, is going bankrupt, is liquidated or can be expected to become insolvent.
- 19.2. Attendo has the right to terminate the Agreement with immediate effect by giving notice in writing to the Supplier if:
  - the Supplier, according to Attendo’s objectively justified and reasonable belief, is damaging or risks damaging the Attendo brand; or
  - the Supplier acquires or is acquired by an enterprise that competes with Attendo. This also applies to acquisitions of assets and liabilities.

## 20. Assignment of Contract

- 20.1. Neither Party shall assign, transfer or mortgage, either completely or partially, any or all of its rights and obligations under

the Agreement to a third party without the prior written consent of the other Party.

- 20.2. Notwithstanding the stipulations of clause 20, Attendo retains the right to assign this Agreement, completely or partially, to other enterprises which may from time to time become part of the Attendo group.

## 21. Dispute resolution

- 21.1. All disputes shall be determined according to the respective law applicable in each country to which the Goods are delivered or Services are performed.
- 21.2. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce (the “SCC”).
- 21.3. If the dispute concerns an amount of no more than 200,000 SEK, the SCC rules for expedited arbitration shall be used. If the dispute concerns an amount of more than 200,000 SEK, the SCC’s rules for arbitration are used. The arbitration panel shall include one (1) arbitrator if the dispute concerns an amount of less than 1,000,000 SEK. If the dispute concerns an amount of 1,000,000 SEK or more, the arbitration panel shall consist of three (3) arbitrators. The disputed amount shall consist of the claim from the claimant in the request for arbitration, as well as counterclaims in the answer to the request for arbitration.
- 21.4. The seat of arbitration shall be in Stockholm. The language to be used in the arbitral proceedings shall be English.