

1. The following conditions apply to all services performed under this Agreement
2. **MAINTENANCE OF MACHINERY EQUIPMENT**

The following is a condition for maintenance services under this Agreement:
The equipment must be in good working order and meet Gammadata requirements to be maintained.
3. **PERIOD OF VALIDITY**

The Agreement shall enter into force on the date specified in Annex and is initially for the current calendar year-end (the contract period). Subsequently, the contract period may be extended with one (1) calendar year at a time unless either party terminates the contract. Ninety (90) days notice of termination must be given in writing.
4. **MAINTENANCE TIME**

Unless otherwise agreed in individual annex, service work will be performed during non-holiday Monday-Friday 8 am to 5 pm.
5. **FEES AND PAYMENT TERMS**

5.1 Maintenance fees are quoted in the respective annex, payable quarterly in advance, unless otherwise indicated in the Annex to the appropriate service section. Any additional costs are paid within thirty (30) days of the invoice in arrears.

5.2 All fees are exclusive of VAT. Any delay in payment entitles Gammadata to a default rate of twelve (12) percentage points above the stated Riksbanks base rate.

5.3 Gammadata reserve the right, before a new calendar year, to revise maintenance fees. The amendment shall enter into force sixty (60) days after Gammadatas written notification of the change. The Customer is entitled, within thirty (30) days after the notice of revised maintenance fees to terminate the contract, in writing.
6. **RESPONSIBILITY**

Gammadata is responsible for damage to property caused by negligence of Gammadata or its personnel in performance of its obligations under this Agreement. Gammadata will not under any circumstances be held responsible for loss of data, inaccurate measurements or indirect or consequential damages therefrom. Gammadata are responsible for transport insurance of goods during transport to the customer. The Customer is responsible for the transport insurance of goods to Gammadata.
7. **THE CUSTOMER'S DUTIES**

It is the Customers responsibility to use the equipment properly, to use the operating components as per Gammadata's specifications, and also to ensure that maintenance procedures are carried out regularly, and on time, according to Gammadata's operating instructions. It is also Customers responsibility to not allow anyone other than Gammadata personnel to adjust, alter, repair or maintain equipment and to immediately notify Gammadata when equipment is in need of maintenance or not functioning properly.
8. **EXEMPTIONS FROM THE OBLIGATION OF SERVICE**

The following maintenance services are not included in this Agreement:

8.1 Maintenance due to unauthorized attempts by unauthorized personnel, other than Gammadata, to repair, maintain or modify equipment covered by this Agreement.

8.2 Maintenance that, according to Gammadatas professional opinion, is required due to accident, negligence, abuse, lack of power, lack of control of environmental conditions, lightning, other natural occurrence or failure not attributable to normal use of the instrument.
9. **TERMINATION**

If either party fail to fulfil its duties under this Agreement, the other Party may terminate this Agreement with immediate effect without observing the notice period.
10. **DISCHARGE**

Gammadata disclaims any responsibility for delays in meeting its obligations due to causes over which Gammadata not reasonably could be considered to prevail.
11. **TRANSPORT OF AGREEMENT**

Neither the contractor or customer is entitled to transfer its rights or obligations under this Agreement without the other Party's written consent.
12. **GENERAL**

12.1 Any dispute concerning the conditions in this Agreement that the parties cannot resolve through negotiation, shall be settled by arbitration in Sweden in accordance with Swedish law.