

# GENERAL TERMS AND CONDITIONS FOR VALUE ADDED SERVICES

(first version, applicable as of 1 June 2019)

*Tamro AB, 556020-2169 ("Tamro"), provides logistics services within the healthcare market. The basic services are regulated by separate agreement(s) between the parties. In addition to the basic services, Tamro offers a range of value added services presented at [www.tamro.se](http://www.tamro.se) or in the company's price lists, service description sheets and other similar channels ("Value Added Services"). These Value Added Services are provided separately and are not to be confused with the basic services.*

## 1. Applicability

These general terms and conditions, together with the service description and price list for the ordered Value Added Service, apply between the parties for all individually ordered Value Added Services (collectively the "Value Added Services Agreement"). In the event of conflicting terms and conditions in relation to the Value Added Services, the following order of precedence shall apply: (a) these general terms and conditions; (b) the service description for the ordered Value Added Service; and (c) the price list for the ordered Value Added Service. The parties are considered to have entered into the Value Added Services Agreement in conjunction with (i) the principal ordering a Value Added Service and (ii) Tamro confirming said order. Amendments and/or additions to the Value Added Services Agreement may be made unilaterally by Tamro on an annual basis and shall enter into force two (2) months after Tamro has notified the principal of said amendments and/or additions. Certain Value Added Services may require the establishment of procedures, processes or infrastructure, which will result in a lead time in connection with the startup. Tamro is entitled, in connection with the principal placing an order, to refrain from providing a particular Value Added Service.

## 2. Tamro's undertaking

Tamro undertakes to provide the individual Value Added Services currently available to the principal, ordered by the principal and confirmed by Tamro as per section 1 above. The Value Added Services are offered in accordance with Tamro's service descriptions for the Value Added Services and the stipulations of these general terms and conditions.

## 3. The principal's undertaking

It is the principal's obligation to provide Tamro in good time with all the information, documentation and material required to deliver the ordered Value Added Service, as well as to ensure that such documentation is correct, coherent and complete. Additionally, the principal is obligated to follow the instructions provided in the service description for the ordered Value Added Service or otherwise provided by Tamro.

## 4. Force Majeure

Tamro is entitled to any necessary postponement to perform and is freed from liability for damages and any other penalties in the event of non-performance if Tamro is prevented from fulfilling its obligations due to circumstances outside Tamro's control ("Force Majeure"). Unless demonstrated otherwise, Force Majeure shall include war, acts of war, mobilisation or general military conscription, civil war, fires, blizzards, floods, labour market conflicts and any other similar circumstances.

## 5. Remuneration

The principal shall remunerate Tamro for the ordered Value Added Service as per Tamro's current price list. This remuneration is invoiced by Tamro when the Value Added Service is performed, or else monthly, with payment due thirty (30) days from date of invoice. If the principal fails to make payment by the due date, Tamro is entitled to compensation for reminders and debt collection fees, as well as any statutory interest on late payments.

## 6. Defects

If the principal is able to demonstrate a defect and said defect is attributable to Tamro, Tamro is entitled to decide whether to (a) remedy the defect, (b) redeliver the Value Added Service or (c) reduce the price. If the principal has reported a defect caused by or attributable to the principal, Tamro is entitled to compensation from the principal for any costs and expenses incurred by such reports. The principal must report defects within fourteen (14) days of becoming aware of the defect, or of being reasonably expected to have become aware of them, otherwise the principal forfeits the right to report said defects. Tamro is not responsible for any defects that fall outside the above stipulations.

## 7. Liability and limitation of liability

Tamro's liability is limited to direct damages and a maximum amount corresponding to the remuneration for the individual part or aspect of the ordered Value Added Service to which the damages relate. Tamro is not liable for indirect losses, such as loss of sales, income, or goodwill, or any other consequential damages. Notwithstanding the above, this limitation of liability does not apply to gross negligence or intent on the part of Tamro. The principal shall indemnify Tamro for damages, losses or liabilities incurred by Tamro due to (a) incorrect, incomplete or incoherent documentation and (b) taxes, fines and other similar fees that can arise from the provision of the Value Added Services and that are not attributable to defects on the part of Tamro in connection with the provision of the Value Added Services.

## 8. Confidentiality

The parties agree, both throughout the agreement period and thereafter, not to disclose any confidential information received from the other party. Tamro's pricing, models, structure, functions and descriptions of the Value Added Services comprise confidential information and may not be communicated to third parties, reproduced or used for any purpose other than to support and manage internal operations.

## 9. Agreement period

The Value Added Services Agreement enters into force in conjunction with Tamro confirming the principal's order for a Value Added Service and runs until further notice. The Value Added Services Agreement may be terminated by the principal with one (1) month's notice and by Tamro with three (3) months' notice. Either party is entitled to terminate the Value Added Services Agreement with immediate effect if the other party stops making payments, enters into negotiations with its creditors on settlement, files for bankruptcy, applies for corporate or debt restructuring or the like, discontinues its operations, goes into liquidation or is appointed an administrator with control over all or part of said party's assets. Orders placed by the principal and approved by Tamro prior to notice of termination shall be completed in accordance with the applicable terms and conditions, regardless of whether delivery will be made following the termination of the Value Added Services Agreement.

## 10. Disputes

The Value Added Services Agreement shall be subject to Swedish law. Disputes arising from the Value Added Services Agreement shall ultimately be settled by arbitration at the Arbitration Institute of the Stockholm Chamber of Commerce (the "Institute"). The arbitration procedure shall take place in Stockholm. The procedure shall be held in the Swedish language. The Institute's Rules for Expedited Arbitration shall apply unless the Institute, with consideration for the complexity of the case, the value of the disputed matter and other circumstances, determines that the Stockholm Chamber of Commerce Arbitration Rules shall apply instead. In the latter case, the Institute shall also determine whether the arbitral tribunal shall be comprised of one or three arbitrators. Any arbitration procedure invoked with reference to this arbitration clause is subject to confidentiality.