

GENERAL TERMS AND CONDITIONS FOR PRODUCTSTORY – SUPPLIER CLIENTS/ASSESSMENT CLIENTS

1 GENERAL

- 1.1 SundaHus performs Assessments of building materials/products, and operates and provides the Platform.
- 1.2 These general terms and conditions apply when SundaHus provides the Services on behalf of the Client. The specific content of the Services is set out in the service descriptions applicable from time to time, which are available on the Website.
- 1.3 These general terms and conditions apply to all agreements regarding the Services entered into between SundaHus and the Client on the Website or otherwise where these general terms and conditions are incorporated. (i) These general terms and conditions, (ii) the service descriptions of the Services, (iii) SundaHus' price list, (iv) the Assessment Criteria and (v) the Client's order and SundaHus' confirmation of the same, or any other written agreement between the Parties incorporating these general terms and conditions, together constitute the agreement between SundaHus and the Client (the "**Agreement**").

2 DEFINITIONS

The defined terms used in these general terms and conditions shall have the following meanings:

"**Agreement**" has the meaning set out in Section 1.3 above,

"**Assessment**" means SundaHus' assessment of a Product's environmental and/or health hazards based on the Product's Product Data in accordance with the Assessment Criteria, which results in the Product receiving an assessment and a classification result,

"**Assessment Criteria**" means SundaHus' assessment criteria, applicable from time to time, and which are published on the Website,

"**Client**" means the party with which SundaHus has concluded the Agreement,

"**Client's Product Information**" means data, information and documentation relating to the Product that the Client provides to SundaHus,

"**Connection Point**" means the point from which SundaHus provides the Platform to the internet,

"**Extended License**" means an expanded access to the Platform, allowing the Client to view information on how Products are assessed in various projects.

"**Intellectual Property Rights**" means all intellectual property rights, irrespective of territory and whether such intellectual property rights arise by registration, incorporation or otherwise, such as (i) trade names, patents, utility models, industrial designs, trade names, trademarks and copyrights (including, but not limited to, software, source code, documentation, databases, records, reports, tapes and any other material that may be subject to copyright protection), (ii) ownership of intangible results protected by confidentiality, including but not limited to know-how and trade secrets, and (iii) all applications, renewals, additions, extensions and revivals of such rights referred to in this definition,

"**Other Product Information**" means data, information and documentation relating to the Product that SundaHus collects from third parties, including, but not limited to, information contained in safety data sheets,

product information sheets, building product declarations or other environmental declarations issued by the manufacturer, the distributor or the supplier of the Product,

"**Parties**" means the Client and SundaHus jointly,

"**Party**" means each of the Client and SundaHus,

"**Platform**" means the internet-based platform provided by SundaHus which compiles assessed building material/products and which is available to all SundaHus clients,

"**Product**" means each building material/product covered by the Services under the Agreement,

"**Product Data**" means the Client's Product Information and Other Product Information,

"**Result**" means the result of the Assessment, including, but not limited to, SundaHus' assessment and classification of a Product and SundaHus' compilation of Product Data,

"**Services**" means SundaHus performing the Assessments, providing User Accounts on the Platform to the Client, making available the Results on the Platform, and providing any additional services agreed between the Parties as specified in the Agreement, and

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

"**User**" means an employee or other person working on behalf of the Client who is granted the opportunity to log in to the Platform after being granted access to a User Account, and

"**User Account**" means such user account that enables the Client to access and view its assessed Products on the Platform, and

"**Website**" means SundaHus' website [<https://ibinder.com/sundahus>].

3 CONCLUSION OF THE AGREEMENT

- 3.1 When an agreement regarding the Services is entered into between SundaHus and the Client on the Website, the agreement shall be deemed to have been concluded first when SundaHus has accepted the Client's order by confirming the order to the Client by e-mail or otherwise via the Platform. In connection with the Client's order on the Website, the Client accepts these general terms and conditions.
- 3.2 Any order by the Client on the Website must be placed by an authorised person. The Client confirms that Users are authorised to place orders on behalf of the Client in accordance with this Agreement.
- 3.3 When an agreement regarding the Services is concluded by other means (e.g. by a separate written agreement), the agreement shall be deemed to have been concluded first when authorised representatives of the respective Party have signed such written agreement which incorporates these general terms and conditions.

4 SUNDAHUS' PROVISION OF THE SERVICES

- 4.1 SundaHus shall provide the Services to the Client on the terms and conditions set out in the Agreement.
- 4.2 SundaHus shall perform its obligations under the Agreement in a professional manner and shall provide

the Services in accordance with the methods and standards that SundaHus normally applies in its business.

- 4.3 SundaHus may use subcontractors to fulfil its obligations under the Agreement or any part thereof. SundaHus assumes full responsibility for such subcontractors' work in accordance with these general terms and conditions as if the work had been performed by SundaHus itself.
- 4.4 SundaHus continuously works on developing its Services. SundaHus may, at any time and without prior notice to the Client, change the Services (including the Platform), including, *inter alia*, its design or functionality, provided that the change is not expected to have material adverse impact on the Services. If changes are made to these general terms and conditions, such changes will be notified on the Website or otherwise to the Client before the relevant changes come into effect. If the Client does not agree to such change of the general terms and conditions, the Client may terminate the Agreement in writing with effect from the date on which the change comes into effect. Such termination does not entitle the Client to any refund of fees already paid. If the Client continues to use any part of the Services without providing SundaHus a notice of termination within thirty (30) days of SundaHus' notification of the changes, the changes shall be deemed to have been accepted by the Client.
- 4.5 SundaHus may also change the Services (including the Platform) if the use of such Services causes or risks causing damage to the Client or any third party, or if SundaHus is obliged to change the Services due to a change in laws, rules or regulations, or due to a decision by a court or a public authority. In such case, SundaHus shall inform the Client as soon as practically possible.

5 UNDERTAKINGS OF THE CLIENT

- 5.1 The Client shall appoint a contact person among the Users who is authorised to represent the Client in matters relating to the Services. The Client shall keep the information about the responsible contact person and his/her contact details up-to-date on the Platform.
- 5.2 The Client is obliged to inform SundaHus immediately of any changes to the Client's contact details, company, address or similar, and to keep this information updated on the Platform.
- 5.3 The Client undertakes to pay the fees for the Services and other charges as set out in Section 8 below, and to fulfil the other obligations undertaken by the Client on the terms set out in the Agreement.
- 5.4 The Client undertakes to use the Services only for its own business in accordance with the terms of the Agreement.
- 5.5 The Client is responsible for ensuring that all Users comply with the Client's obligations under the Agreement.
- 5.6 When using the Services, the Client shall comply with applicable laws, rules, regulations and decisions by public authorities.
- 5.7 The Client shall not use the Services in a way that causes inconvenience or damage to SundaHus or others.

6 ASSESSMENTS

- 6.1 SundaHus undertakes to perform Assessments in respect of the Products specified in the Agreement, on the terms and conditions set out in the Agreement.
- 6.2 To order an Assessment for other products than those

specified in the Agreement, the Client must either place a new order on the Website or enter into a new agreement with SundaHus, as applicable, in accordance with the terms and conditions and other terms applicable at such time.

- 6.3 The Client shall provide SundaHus with such data, information and documentation concerning the Product which is required in order for SundaHus to perform the Assessment (the Client's Product Information). In addition, SundaHus has the right, but no obligation, to collect such Other Product Information as SundaHus deems necessary to perform the Assessment. SundaHus may request that an Assessment ordered by the Client should be split into several different Assessments if, after the conclusion of the Agreement, it is established that the Product (for which the Client has ordered an Assessment) should in fact be handled as several different Products in order for the Product(s) to be assessed in accordance with the assessment criteria, laws, rules or regulations applicable at such time. In case, SundaHus shall notify the Client hereof by e-mail or otherwise via the Platform, whereupon the Client shall have the right to either cancel the Assessment in its entirety or to extend the order to include the assessment of such other products. In case the Client chooses to extend the assessment to cover also such other products, such additional products or assessments shall be deemed to be "Products" or "Assessments", respectively, for the purposes of this Agreement. In cases where a division is applicable, SundaHus is entitled to remuneration for each individual Assessment to be performed (and any additional Services) in accordance with SundaHus' price list applicable at such time.
- 6.4 Provided that this Agreement is not subject to any earlier termination in accordance with the terms of this Agreement, each Assessment is valid for a period of five (5) years from the date of publication by SundaHus on the Platform (the "**Initial Validity Period**"). Prior to the expiry of the Initial Validity Period, the Client will be notified by e-mail or otherwise via the Platform. In order to avoid the expiry of the Initial Validity Period, the Client has the option of either requesting a reassessment of the Product or requesting an extension of the Initial Validity Period without a reassessment. In order for the Client to request an extension without the need for a reassessment, the Client must certify that there has been no change in the production methods, materials or components used and/or the external impact of the Product during the Initial Validity Period. If these criteria are met, the validity period of the Assessment shall be extended with two (2) years at a time, applying the same procedure at the end of each extension period as described above at the end of the Initial Validity Period. Ultimately, SundaHus will decide whether or not the criteria for an extension are met without the need for a reassessment.
- 6.5 Since the amount and complexity of Product Data and the relevant assessment criteria vary between different Products, SundaHus cannot provide any warranties regarding delivery times.
- 6.6 SundaHus' Assessments are based on Product Data provided by, *inter alia*, external sources such as manufacturers and suppliers of the Products, as well as the European Chemicals Agency (ECHA) and other authorities. SundaHus has not verified, and is unable to verify, that the Product Data is accurate and/or complete. Therefore, SundaHus shall not be liable for any errors or omissions in the Assessments resulting from inaccurate or incomplete Product Data.

- 6.7 The Client is responsible for ensuring that the Client's Product Information is complete and accurate. SundaHus shall not be liable for any errors or damage resulting from errors in the Client's Product Information.
- 6.8 SundaHus' responsibility for the Assessments is limited to endeavouring to correct any incorrect or incomplete information registered on the Platform, without unreasonable delay after the error or deficiency has been brought to SundaHus' attention.
- 6.9 If the Client discovers that the Product Data is incorrect, misleading or outdated, the Client shall immediately notify SundaHus and provide the correct information so that SundaHus can update the database in the Platform. SundaHus shall be entitled to compensation from the Client for the work of performing such update and, if necessary, a new Assessment, in accordance with SundaHus' current price list, unless the Client proves that the incorrect information in the Platform is due to the negligence of SundaHus (in which case SundaHus shall perform the update at no additional cost to the Client).
- 6.10 If the Client fails to provide updated information or to compensate SundaHus in accordance with Section 6.9, SundaHus reserves the right to hide or mark a Product as 'Not maintained' (or similar) from the database in the Platform.
- 6.11 SundaHus also has a right but no obligation to, at its own request, perform a new Assessment if, after the Assessment has been performed, it is found that the Product Data on which SundaHus has based the Assessment is incorrect, or if the Assessment Criteria are subject to a change after the Assessment has been performed, pursuant to SundaHus' price list as may be applicable from time to time. The Client has the possibility to order a new Assessment by placing a new order (see Section 6.2 above).

7 THE PLATFORM

- 7.1 Provided that the Client pays the fees for the Services set out in the Agreement, SundaHus shall, after each performed Assessment, publish the Result and relevant Product Data on the Platform, and provide the Client with access to the Platform through the number of User Accounts ordered by the Client.
- 7.2 The Client obtains access to the Platform at the Connection Point, where User Accounts are used to log in to the Platform. The Client is responsible for the communication between the Client and the Connection Point and for ensuring that the Client has the equipment and software necessary to use the Platform.
- 7.3 For each User Account included in the Services, SundaHus provides the Client with login details in the form of a username and a password. The login details are necessary for accessing and utilising the Platform.
- 7.4 The Client undertakes to keep the login details to the User Account strictly confidential and to maintain adequate security procedures to prevent any unauthorised access to the Platform through the Client's User Account.
- 7.5 The Client shall immediately notify SundaHus if the Client discovers bugs, defects and/or errors in the Platform. The Client shall immediately notify SundaHus if any unauthorised person has gained access to its login information or has otherwise been given the opportunity to use the Platform without authorisation, or if any of the Client's login information should be blocked for any other reason.
- 7.6 The Client shall not copy any code or software that is part of the Platform and shall not attempt to modify any code or part of the Platform.
- 7.7 The Platform is normally available 24 hours a day, seven days a week. However, SundaHus does not warrant that the Platform will be free from errors, delays or interruptions during this time. Operational support for the Platform is not available at certain times, and any disruption to the availability of the Platform during these times cannot be remedied.
- 7.8 SundaHus reserves the right to close the Platform for regular maintenance.
- 7.9 SundaHus is in no event responsible for any interruption in the availability or functioning of the Platform due to (i) the circumstances referred to in Section 4.5 above, (ii) errors or interruptions in internet communications or other telecommunications, (iii) errors or interruptions in the Client's hardware or network communications, (iv) errors or interruptions in the Platform caused by the Client or circumstances for which the Client is responsible, or (v) scheduled maintenance.
- 7.10 The Platform may contain links to external websites provided by third parties. SundaHus is not responsible for the availability of external websites or their content. Further, SundaHus does not warrant that the information on such external websites is correct.
- 7.11 Should the Client wish to access the Extended License, such license can be ordered on the Website.

8 PRICE AND PAYMENT

- 8.1 For provision of the Services, SundaHus is entitled to remuneration in accordance with what is set out in the Agreement. The price model and subscription period are described on the Website and are selected by the Client in connection with the Client's order. If no price has been agreed upon, SundaHus is entitled to remuneration on a time and material basis in accordance with SundaHus' price list as may be applicable from time to time.
- 8.2 All prices are stated in Swedish Krona exclusive of any value added tax and any other additional taxes and fees.
- 8.3 SundaHus' remuneration for performing Assessments, for making the Results available on the Platform and for granting the Client the right to use the Platform pursuant to these terms and conditions will be invoiced to the Client per subscription period in advance. The initial subscription period runs from the day the Agreement comes into effect until 31 December of the same calendar year. Subsequent subscription periods run on an annual basis beginning on 1 January. If, during the term of this Agreement, additional Assessments are added within the scope of this Agreement, SundaHus shall be entitled to invoice for this when the order for such additional Assessments has been confirmed by SundaHus in accordance with SundaHus' price list as may be applicable from time to time.
- 8.4 Any variable fees will be invoiced to the Client monthly in arrears.
- 8.5 Payments must be received by SundaHus within thirty (30) days of the invoice date.
- 8.6 Any late payment by the Client shall entitle SundaHus to interest on overdue payment (Sw. *dröjsmålsränta*) and a reminder fee (Sw. *påminnelseavgift*) in accordance with applicable law and, where applicable, a collection fee (Sw. *inkassoavgift*). SundaHus shall also have the right to suspend the provision of the Services (including, but not limited to, hiding the Client's Products on the Platform) in the event of such delayed payment until the relevant payment is made.
- 8.7 SundaHus has the right to adjust all prices under this Agreement from time to time. Price changes will be

notified to the Client by e-mail or otherwise via the Platform at least thirty (30) days before the price change comes into effect. The price change will come into effect at the beginning of the next subscription period for the respective Product following the date of the price change. SundaHus has the right to adjust the price annually by 5%. In exceptional cases, driven by significant inflation (more than 2% above the Swedish Central Bank's inflation target) or other similar economic factors beyond SundaHus' control, SundaHus reserves the right to implement an additional price increase beyond the annual price adjustment mentioned above. In the event of such a price change, the Client will be notified via e-mail or otherwise through the Platform at least three (3) months before the price change comes into effect. If the Client does not agree to such price change, the Client may terminate the Agreement in writing at the end of the current subscription period. Such termination does not entitle the Client to any refund of fees already paid. If the Client continues to use any part of the Services without providing SundaHus notice of termination as set out above, the price change shall be deemed to have been accepted by the Client.

9 THE RESULT AND INTELLECTUAL PROPERTY RIGHTS

- 9.1 All Intellectual Property Rights arising from SundaHus' performance of the Services, including but not limited to the Result and the Platform, are the exclusive property of SundaHus.
- 9.2 It is the intention of the Parties that the Result and all Product Data shall be made publicly available on the Platform during the agreement term and be searchable by users of the Platform, unless the Agreement clearly states that certain parts of the Client's Product Information shall be classified as confidential and therefore not be made available on the Platform. In order for such specific parts of the Client's Product Information to be classified as confidential, the Client must have requested this in a manner as instructed by SundaHus. However, the Client acknowledges and agrees that classifying certain information as confidential may affect the result of the Assessment.
- 9.3 By entering into this Agreement, the Client confirms that, with the exception of any information classified as confidential as referred to in Section 9.2 above, SundaHus has an unlimited right to use the Client's Product Information within the scope of SundaHus' business, to develop the Services, and to grant SundaHus' partners and other users of the Platform the right to use such information made available on the Platform (i.e. non-confidential information) within the scope of their respective businesses, and to document and export such information. This also includes the right for SundaHus to evaluate the Product itself or on behalf of users of the Platform according to the specific requirements of such users (eg., specific building standards or certification requirements) and that the result hereof may be published on the Platform and/or used by users outside the Platform.
- 9.4 By paying the fees for the Services, the Client is granted a non-exclusive, limited, non-transferable right to use the Result during the agreement term solely in the Client's own business and in accordance with what is stated in the Agreement.

10 HANDLING OF PERSONAL DATA

- 10.1 Personal data provided to SundaHus or registered in connection with the creation of a User Account, the administration of the aforementioned or otherwise

provided within the scope of the contractual relationship will be processed by SundaHus in its computer systems.

- 10.2 The data will be processed by SundaHus in accordance with the SundaHus Privacy Policy, available at [iBinder sekretesspolicy](#).
- 10.3 The Client is obliged to ensure that its employees and other persons working on behalf of the Client are informed about the processing of personal data by SundaHus as described above and, to the extent required by applicable law, to obtain the consent of such persons to the processing.

11 FORCE MAJEURE

- 11.1 A Party is exempt from liability for failure to perform an obligation under the Agreement if the failure is due to a circumstance that is beyond the Party's reasonable control and prevents the performance thereof, including, but not limited to, extreme weather conditions (including, but not limited to, fire, drought, flood and extreme cold), landslide, war, requisition, seizure, currency restrictions, insurrection and riot, shortage of raw materials, general scarcity and restrictions in the supply of fuel and labour market conflicts, including strikes, disruptions in public transport, telecommunications or power supply. The same applies if a subcontractor or agent of SundaHus is prevented from performing obligations on behalf of SundaHus due to such circumstance.
- 11.2 If a Party wishes to invoke such circumstance referred to in Section 11.1 above, it must immediately notify the other Party of when the circumstance began and when it ends. If a Party fails to give such notice, the Party is not entitled to rely on the circumstance as a ground for exemption from liability.
- 11.3 The time for performance of the relevant obligation shall be extended by the period during which the circumstance persists. Notwithstanding anything to the contrary in the Agreement, either Party may terminate the Agreement with immediate effect by giving written notice to the other Party if performance of the Agreement is delayed by more than three (3) months as a result of such circumstance.

12 LIABILITY

- 12.1 Except as expressly provided in this Agreement and by mandatory law, SundaHus disclaims all liability, express or implied, for the provision of the Services.
- 12.2 SundaHus is not liable for any indirect loss or damage, including, but not limited to, loss of profit, loss of revenue, loss of data, wasted expenses, loss of goodwill, etc.
- 12.3 SundaHus' aggregate liability under the Agreement shall in no event exceed the lower of (i) the total fee paid by the Client to SundaHus for the Services during the previous twelve (12) months and (ii) SEK one (1) million.
- 12.4 The limitations of SundaHus' liability in this Section 12 do not apply if SundaHus has acted with gross negligence or intent.
- 12.5 If the Client does not notify SundaHus of any claims within six (6) months from the date on which the damage occurred, the Client loses the right to compensation.

13 TERM

- 13.1 Unless otherwise specified in the Agreement, the Agreement enters into force upon its conclusion by the Parties (see Section 3 above) and shall remain in force for an initial term until 31 December of the same calendar year. Unless terminated by either Party in

writing no later than three (3) months prior to the expiry of such initial term, the Agreement shall be automatically renewed for rolling periods of twelve (12) months at a time (*i.e.* 1 January – 31 December) and may be terminated by either Party in writing no later than three (3) months prior to the expiry of the then-current renewal period.

- 13.2 Either Party may terminate the Agreement in writing with immediate effect if the other Party
- a) 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
 - b) suspends its payments, initiates negotiations for a settlement with its creditors, becomes the subject of a bankruptcy petition, files for company reconstruction or composition or similar, ceases its business, goes into liquidation or if an administrator is appointed for all or part of the Client's assets.
- 13.3 Any notice of termination shall be provided in writing.
- 13.4 SundaHus also has the right to terminate the Agreement and/or revoke the Client's access to the Platform with immediate effect if a third party claims that the Services (or part thereof) infringe the intellectual property rights of any third party, unless SundaHus is reasonably able to change the Services without difficulty or obtain the necessary licences to cease the infringement.
- 13.5 Provisions in the Agreement which by their nature or as specifically stated are intended to continue to apply after termination of the Agreement shall do so, including, but not limited to, Sections 8, 9, 12, 13 and 16 of these general terms and conditions. Upon termination of the Agreement, the Client's right to use the Platform shall expire, and SundaHus shall be entitled to hide or remove the Client's Products from the Platform.

14 MISCELLANEOUS

The Agreement constitutes the Parties' entire understanding of all matters relating to the provision of the Services and supersedes all written or oral undertakings, representations and agreements which have preceded the conclusion of the Agreement.

15 ASSIGNMENT

The Client may not transfer or pledge its rights and obligations under the Agreement, in whole or in part, to a third party without the written consent of SundaHus. SundaHus may assign or pledge its rights and obligations under the Agreement in whole or in part to a third party.

16 GOVERNING LAW AND DISPUTE RESOLUTION

- 16.1 The Agreement shall be governed by Swedish law.
- 16.2 Disputes arising out of or in connection with the Agreement shall be settled by a Swedish court of general jurisdiction, with the Stockholm District Court as the court of first instance.