

General Terms and Conditions AMS Sweden AB

These general terms and conditions (the “**GTC**”) applies to AMS Sweden AB, Reg. No. 559032-5386, Näsvägen 17, 341 34 Ljungby (“**AMS**”) provision of services such as reparation, service, rebuilds, safety and performance control or education (the “**Services**”) to you as customer (“**Customer**”). The GTC shall take precedence over Customer’s terms of purchase regardless if AMS has objected to them or not, unless AMS in writing has expressly approved the use of Customer’s terms. The GTC shall also take precedence over the provisions in the standard agreements under the heading “Other applicable terms and conditions”.

Prerequisites for the performance of the Services

The Services are performed on equipment owned or rented by Customer, including software included therein (“**Customer’s Equipment**”). The performance includes that AMS must dispose of Customer’s Equipment, for example by reparation, alteration, or remodelling. AMS may also, if the assignment according to AMS’s assessment requires it, or if it facilitates the performance of the Services for the benefit of Customer, make temporary or permanent copies of Customer’s Equipment or thereto related documentation, as for example drawings and manuals (the “**Documentation**”).

Customer guarantees that it has obtained the necessary rights from third parties so that AMS in its performance of the Services may have Customer’s Equipment and the Documentation at its disposal in the manner which the Parties have agreed, or as Customer otherwise reasonably could expect based on the nature of the Services and applicable industry standards.

Customer shall indemnify AMS for all types of damages, costs or losses suffered by AMS due to claims concerning that AMS, while having disposed of Customer’s Equipment or the Documentation when performing the Services, infringes or have made infringements in a third party’s intellectual property right or trade secret.

Applicable Law and Dispute Resolution

Swedish law shall be applied to the GTC. Disputes arising from the GTC shall be finally decided by the public courts of Sweden with Halmstad District Court as the court of first instance.

Other applicable terms and conditions

In addition to the terms and conditions above, the standard terms and conditions below shall be applied to the Services:

Type of service	Within the Nordic countries	Outside the Nordic countries
Spare parts	NU15 & NR15	Orgalime M17 & Orgalime R17
Emergency services	NR15	Orgalime R17
Rebuilds	NLM19	Orgalime SI14
Safety and performance controls	NU15	Orgalime M17
Transportation	FCA (Incoterms) Näsvägen 17, 341 34 Ljungby	FCA (Incoterms) Näsvägen 17, 341 34 Ljungby