

# EXPO2020 – GENERAL TERMS AND CONDITIONS

**SES - Sponsrings & Eventsverige's general terms and conditions for EXPO are intended to be applied in a contractual relationship between the Supplier and the Customer as an appendix to EXPO2020 Framework Agreement.**

## **1 DEFINITIONS**

All definitions in EXPO2020 Framework Agreement shall have the same meaning in these General Terms and Conditions.

## **2 EXECUTION**

The Supplier is responsible for ensuring that the Assignment is produced in a professional and competent manner in accordance with good industry practice. The Supplier is an independent contractor, and the assignment does not constitute an employment or agent relationship between the parties.

The Supplier reserves the right to engage a sub-consultant as advisor or in order to execute parts of the Assignment. Even when a sub-consultant is engaged, the Supplier is responsible for the Assignment in its entirety.

## **3 PROJECT MANAGERS**

A project manager shall be appointed for the Assignment by each party who has the right to make binding decisions. The project managers have, among other things, the task of monitoring the work with the Assignment and deciding on any adjustments to the Assignment Description, Schedule and remuneration.

Each party shall inform the other party in writing in the event of any change of project manager and who has been appointed as a new project manager.

## **4 CONSULTATIONS, DRAWINGS, PROTOTYPES AND PROPOSALS**

Consultations, drawings, prototypes and proposals ordered by the Customer are charged

to him, regardless of whether these lead to further ordering or not.

## **5 INSURANCE**

The Supplier is responsible for taking out the usual company insurance for his own operations.

The Customer is responsible for taking out the necessary insurance for stand material, exhibition objects and transport. The parties may agree that the Supplier takes out additional insurance after the Customer's approval and at his own expense.

## **6 ASSIGNMENT DESCRIPTION, SCHEDULE AND ADJUSTMENTS**

The parties agree that the Assignment shall be performed in accordance with the Assignment Description. This may be adjusted during the performance. Adjustments must be approved in writing by each party's Project Manager.

If the Customer orders an adjustment to the Assignment, the Supplier shall notify the Customer if the adjustment entails cost increases or a postponement of the Schedule. If the Customer does not accept the cost increases or postponement of the Schedule, the Customer must notify the Supplier immediately. In such cases, the Assignment is performed in accordance with the previously approved Assignment Description.

If, in the Supplier's opinion, the Schedule cannot be kept and this is due to action or omission by the Customer, the Supplier has the right to extend the Schedule by a reasonable period of time. If the postponement of the Schedule entails cost increases, the Supplier is entitled to compensation corresponding to the cost increase.

## 7 INSTALLATION

In cases where installation in accordance with the Assignment Description is to be arranged by the Supplier, the Customer is responsible for ensuring that the installation site is available on time, free from obstructing objects and is otherwise suitable and adapted for the Assignment.

If the Assignment according to the Assignment Description includes installation at exhibitions and fairs, it is not included in the Supplier's assignment to carry out, take care of or pay for the connection of electricity, water/sewage, telecommunications/internet, suspension of cables or compressed air installations.

## 8 RISK AND ALLOCATION OF COSTS

The Supplier bears the risk if the agreed production is destroyed or damaged before the time of delivery. After that, the Customer bears the risk. Where and when the delivery is to take place must be specified in the Assignment Description and in the Schedule.

## 9 DELAYS

If the Assignment is not delivered at the right time and the delay is due to circumstances within the control of the Supplier, the Customer is entitled to compensation for direct costs that the delay has entailed. In such a situation, the Customer is also entitled to terminate the agreement under the following conditions:

- (a) if the Customer at the time when the Agreement was entered into, made it clear to the Supplier that delivery must take place on a certain agreed date, or
- (b) if it is clear from the Agreement or from another circumstance known to the Supplier that the Assignment will be of no use to the Customer after a certain period of time and delivery has not taken place before that.

If the Customer does not provide material or does not fulfil another agreed measure in time, the Supplier is entitled to compensation for direct costs that the delay entails. If the delay causes significant inconvenience, the Supplier has the right to terminate the Agreement.

If the Supplier finds that the delivery time can probably not be kept, the Customer must be notified without delay. The reason for the expected delay must be specified and also when delivery can take place. If the delay entails the Assignment becoming of no use, the Supplier has the right to terminate the Agreement.

If the Customer finds that he will not be able to deliver material or take another measure in time, he must notify the Supplier without delay. If the delay causes significant inconvenience, the Supplier has the right to terminate the Agreement.

## 10 INADEQUACIES

The Assignment is inadequate if it deviates from what is stated in the Assignment Description in terms of quality and other characteristics.

Inadequacies are not deemed to be

- (a) minor deviations not relevant to the use of the Assignment, or
- (b) deviations due to the Customer not fulfilling his obligations.

## 11 WARRANTY AND LIABILITY

The Supplier is responsible for ensuring that the Assignment corresponds to the functional, quality and other requirements specified in the Assignment Description during the period when the Assignment is to be used. The Supplier undertakes to rectify all inadequacies that arise during this warranty period in accordance with the Assignment Description.

Regardless of what is stipulated about delays, inadequacies or other liability under this Agreement, the Supplier is only liable for direct damages, costs and losses and not indirect ones such as lost trading profit, consequential damages or expected savings. Furthermore, the Supplier is not liable for damages that are due to the Customer providing him with inadequate conditions. The Supplier's total liability for damages under the Agreement is limited to an amount corresponding to the agreed payment that the Customer is to make for the Assignment.

## **12 COMPLAINTS**

If the Customer wishes to invoke a possible delay or inadequacy, he must notify the Supplier in writing without reasonable delay from the time he became aware of the delay or inadequacy.

## **13 FEES AND PAYMENT TERMS**

Unless otherwise stated, the Customer shall make payment in cash against an invoice with 50% payable at the time of entering the Agreement and 50% payable when the Assignment has been delivered.

Unless otherwise stated in the Assignment Description, the Customer is charged an additional, separate amount for packaging, packaging costs, shipping, transportation, forklifting and storage costs. Furthermore, any additional costs caused by the fair's moving in and moving out or other delays or hindrances by the fair or party other than the Supplier will be added.

The fees apply freely to the Supplier's studio, office or warehouse and exclude VAT. If, due to additional taxes or the like, additional costs are incurred by the Supplier, such costs shall be paid by the Customer.

Payment must be made 30 days in arrears against an invoice. In the event of delay in payment, the Supplier is entitled to charge interest on arrears in accordance with the law.

## **14 INTELLECTUAL PROPERTY RIGHTS TO MATERIALS INCLUDED IN THE ASSIGNMENT (SUCH AS TEXT, IMAGE)**

Each party is responsible for ensuring that all rights to all materials that a party provides for the Assignment have been obtained from the rights holder. A party is responsible for ensuring that the permits also include the right to change and distribute material in the manner specified in the Assignment Description and any adjustments thereto so that the Assignment can be used in the agreed manner.

In the event that the permits are associated with licence or royalty payments, or in the event that all specified rights cannot be acquired, the other party must be notified immediately.

All costs for permits from rights holders or licence or royalty payments are paid by the Customer.

## **15 RIGHTS TO THE ASSIGNMENT**

The Customer receives an exclusive right of use of the Assignment in its continuous condition during the agreed term of the Assignment. Ownership of offered material, such as idea proposals and drawings thus remains the Supplier's, unless the parties agree on Redemption (defined below) in accordance with paragraph 20.

Ownership of physical parts of the Assignment, and which are not rental material or the Supplier's exclusive material, in assembled or unassembled condition that the Supplier has acquired or produced for the Customer, is transferred to him when full payment has been made.

Ownership of digital or other material that the Supplier used/created in order to perform the Assignment remains/belongs to the Supplier.

## **16 ARCHIVING**

If it is stipulated in the Assignment Description, the Supplier is responsible for ensuring that the Customer's material is stored in a secure manner for a period of twelve (12) months after the agreed delivery in accordance with the Schedule.

## **17 STORAGE**

The Supplier is responsible for storing all or parts of the Customer's material in accordance with what is stated in the Assignment Description.

## **18 FORCE MAJEURE**

If the fulfilment of any of a party's undertaking under the Agreement is prevented by circumstances beyond the control of the parties, such as prohibition of law, labour disputes, mobilisation or large-scale call-ups, government regulations, epidemics or other serious spread of contagion, restrictions on power, goods and energy or errors or delays in deliveries from sub-consultants due to circumstances stated here, this shall constitute a ground for exemption, which entails a time delay and exemption from penalties, provided that a party who is unable to perform notifies the other party immediately. If the fulfilment of the Agreement is prevented for

more than twelve (12) months, a party has the right to terminate the Agreement. In such a case, the Supplier is entitled to reasonable compensation for work performed and all costs incurred at the time of termination of the Agreement.

## 19 CONFIDENTIALITY

A party is aware of and accepts that all information received from the other party and its employees or sub-consultants constitutes "Confidential Information" and may not be used by a party without the other party's explicit written permission.

A party undertakes not to disclose or otherwise unauthorisedly disseminate Confidential Information that a party receives through a request for a quote, idea proposal, technical specifications, presentations in text or other form or by providing access to the other party's premises and which is related to the Assignment or the other's products, services, know-how, etc. Confidential Information thus includes information that a party receives through the business discussion concerning the Assignment that takes place between the parties.

Confidential information does not include information such as:

- (a) A party shows what is publicly known or publicly available regardless of a party's actions,
- (b) A party has knowledge of before the information is received from the other party, or
- (c) A party lawfully obtained from a third party who has had the right to transfer or disseminate the information.

## 20 REDEMPTION

If the Customer wishes to acquire all or part of the Assignment, such as an idea proposal, a special agreement must be reached on transfer to market-based remuneration ("**Redemption**"). In the event of any acquisition, copyright and other rights transfer with unlimited right to use, further develop and further transfer the Assignment, without geographical limitation, to existing and future media.

## 21 TERM OF AGREEMENT, NOTICE TO TERMINATE

This Agreement applies from the time the authorised deputies sign the same until the Assignment has been completed and delivered in accordance with the Schedule.

The Supplier has the right to terminate the Agreement with immediate effect if the Customer is in arrears with payment or the Customer otherwise violates the Agreement and does not take corrective action within thirty (30) days after written request, or if the Customer is declared bankrupt, initiated corporate reorganisations, started composition negotiations or otherwise may be considered insolvent. In such a case, the Supplier is entitled to reasonable compensation for work performed as well as all direct and indirect costs, including but not limited to loss of profit.

The Customer has right to terminate the Agreement immediately if the Supplier violates the Agreement and does not take corrective action within thirty (30) days after written request, or if the Supplier Customer is declared bankrupt, initiated corporate reorganisations, started composition negotiations or otherwise may be considered insolvent. In such a case, the Supplier is entitled to reasonable compensation for work performed and accrued costs at the time of termination of the Agreement.

## 22 NOTICES, CHANGES AND ADDITIONS

Notices, changes and additions under this Agreement must be made in writing. In order for those documents exchanged via electronic mail shall be considered equivalent to written documents, it is required that the notice, change or addition from one party be confirmed in writing by the other party.

## 23 DISPUTES

Disputes regarding the creation, interpretation or application of this agreement shall be settled by arbitration in accordance with the Stockholm Chamber of Commerce's Arbitration Rules for Expedited Arbitration. In cases where the amount claimed in the case exceeds SEK two (2) million, however, the dispute shall be settled by arbitration in accordance with the Stockholm



Chamber of Commerce's Arbitration Institute's Rules for Arbitration.

Irrespective of what is stipulated above, a party may bring an action in a competent court that does not at the time of the filing of the action refer to amounts greater than 20 price base

amounts according to the Social Insurance Code (2010:110).

All dispute resolution through arbitration and any decisions or judgments as a result thereof, shall be covered by confidentiality.

Swedish law shall apply to this Agreement.