



SSG Registered Supplier – Terms and Conditions of Delivery

These terms and conditions apply to access and to the use of the service "SSG Registered Supplier".

1 Definitions

Customer The company that registers for the service

Service SSG Registered Supplier

2 About the Customer

The Customer is responsible for ensuring that at any time:

- There is current contact data for the Customer;
- There is a named contact person.

The contact person is responsible:

- to notify SSG of the contact data for other users that are to have access to the Service;
- to ensure that data concerning the Customer's users always is up to date;
- to forward the information that SSG distributes from time to time to the users concerned.

The Customer is aware that both the contact person and the users represent the Customer in the Service.

The Customer is responsible for the correctness of the data that the Customer's representatives register in the Service, or in any other manner point out to SSG.. Each Customer is responsible for continuously updating its own registered data. Incorrect information must be corrected without delay.

Representatives for the Customer may not disclose personal user names and passwords for the Service to any other person.



2 (4) Page

**SSG Registered Supplier – Terms and
Conditions of Delivery** Description

2012-11-29 Date

SSG Author

A Edition/Version

3 About SSG

The purpose of the Service is to publish and make data supplied by the Customer available to procuring companies.

SSG provides support for the Service as stated on SSG's website.

SSG reserves the right to decide unilaterally whether access to the Service is to be granted.

A Customer's account that is not used for a longer period may be terminated by SSG as part of a register inspection.

SSG is entitled to terminate the Service or to stop the publication of information in the Service if it is obvious or apparent by other means that information registered in the Service is in conflict with the intentions of the Service.

4 Prices

The current prices for the Service are the prices that from time to time are published on the website [http:// www.ssg.se](http://www.ssg.se).

Foreign corporate customers within the EU will be charged Swedish VAT if the Customer has not submitted a correct VAT registration number.

Corporate customers outside the EU will not be charged Swedish VAT.

Where appropriate, SSG will invoice the Customer on the registration of a registered connection to a procuring company to be established. Additional services may be ordered and debited in connection with any supplementary order.

A Customer will not receive any credit balance in the event that the Customer's connection to one or more requesting companies ceases.

A binding agreement shall arise when the Customer's contact person registers and submits a request for registration of the company, thereby approving these terms and conditions. The agreement applies for one year and is extended automatically by one year at a time as from the registration date.

4.1 Payment terms

Payment is made on the basis of invoices submitted. Payment against invoice shall be made within thirty (30) days net from the invoice date. SSG shall be entitled to require payment in advance or to cancel the order, should it have reason to suspect that the Customer's credit rating is not adequate.



In the event of late payment, the Customer shall pay late payment interest as prescribed by Swedish law (currently the reference interest rate + 8%) and a reminder fee.

Should the Customer fail to make payment at the correct time or is the Customer insolvent to the extent that it cannot be expected to fulfil its part of the agreement; SSG will be entitled to terminate or remove the Customer from the Service.

5 Termination of the agreement

The agreement may be terminated by written notice to SSG no later than 30 days before the expiry of the current agreement.

5.1 Infringement of the delivery terms

In addition to the aforementioned, the Customer's access to the Service will cease to apply if the Customer infringes and fails to comply with these terms and conditions. In such cases, SSG shall also be entitled to compensation for the losses sustained by SSG as a consequence.

5.2 Force majeure

If the fulfilment of a party's obligations in accordance with these terms and conditions is prevented by a labour conflict, or by circumstances beyond the party's control, such as war, mobilisation or military call-up on the same scale, requisitioning, seizure, insurrection, intervention by the authorities, natural obstacles, conflagration, explosion or similar events, this shall constitute force majeure. In order to constitute force majeure, the circumstances that are invoked must have occurred after the order date, and could not reasonably have been foreseen, avoided or prevented.

Errors or delays in deliveries from sub-suppliers may only be invoked as force majeure to the extent that the error or delay is due to impediments that, as stated in the previous clause, would also have constituted force majeure for the sub-supplier.

Force majeure entails that the party is exempt from the liability to fulfil the obligation for the period that fulfilment has to be postponed as a consequence of the circumstances or the performance of reasonable measures to overcome them.



4 (4) Page

**SSG Registered Supplier – Terms and
Conditions of Delivery** Description

2012-11-29 Date

SSG Author

A Edition/Version

For an impediment to be invoked as force majeure the affected party shall without delay, after learning of the impediment, inform the other party in writing of the impediment and its expected duration.

6 Damages

Besides the aforementioned, SSG shall hold no liability for errors and/or delays and shall not be liable for damages of any kind, whether direct or indirect.

Direct or indirect losses imposed on SSG due to gross negligence, deliberate or gross carelessness or intentional act, by the Customer shall be compensated by the Customer in full.

7 Disputes

Swedish law shall apply to all purchases made according to these terms and conditions, and disputes shall be settled by arbitration in accordance with the International Chamber of Commerce's rules for arbitration proceedings by one or more appointed arbitrators. The arbitration proceedings shall take place in Stockholm, and be held in Swedish unless otherwise agreed.