



# GENERAL PURCHASING TERMS AND CONDITIONS

## *Consultants*

VERSION SEPTEMBER 2024

# GENERAL PURCHASING TERMS AND CONDITIONS CONSULTANTS

## 1 DEFINITIONS

<i>Agreement</i>	the written agreement entered into between the Parties, in which these general purchasing terms and conditions are included as a part.
<i>Assignment</i>	the Services and/or Products that the Consultant is to provide to Coor and/or the End Customer in accordance with the Statement of Work to this Agreement (appendix) and which have been ordered and confirmed in writing by Coor
<i>Consultant</i>	the supplier listed in the section Parties to this Agreement, which is a party to this Agreement and responsible for delivering the Assignment to Coor.
<i>Coor</i>	Coor Service Management Group AB or one of its group companies
<i>Delivery</i>	The Service, including Materials, documentation, diagrams and written instructions as required by the Agreement.
<i>End Customer</i>	Coor's customers.
<i>Intellectual Property Rights (IPR)</i>	refers to patents, registered designs, copyrights, design rights, database rights, rights to circuit designs, trademarks, service marks, the right to apply for registration of the above-mentioned rights, trade secrets, rights to unpatented know-how and other intellectual or industrial property rights.
<i>Material</i>	products that the Consultant shall deliver in combination with the Service under the Agreement
<i>Party(s)</i>	Coor and the Consultant, separately or jointly
<i>Service</i>	activity or function (with or without delivery of Materials) ordered by Coor, which the Consultant shall provide. Unless otherwise agreed, the definition also includes equipment and aids required to perform the service.
<i>Subcontractor</i>	a company that the Consultant engages to fulfil its delivery obligation to Coor under the Agreement

## 2 APPLICABILITY OF THE TERMS AND CONDITIONS

- 2.1 These General Purchasing Terms and Conditions shall apply where reference hereto has been made during any phase of the procurement (e.g. in the invitation to tender, any order or the Agreement). These general purchasing terms and conditions shall apply between the Parties and shall take precedence over other terms and conditions drafted by the Consultant unless otherwise expressly agreed in writing.

## 3 ORDERING AND CONFIRMATION

- 3.1 Within five (5) business days of receiving an order, the Consultant shall send an order confirmation to Coor in which the Consultant confirms the order and delivery date. Both the order and the order confirmation shall be in writing.

## 4 GENERAL OBLIGATIONS OF THE CONSULTANT

- 4.1 The Assignment shall be performed with a high level of service and, in terms of execution, nature, quantity, quality and other characteristics, shall comply with what is stated

in this Agreement, established industry practices, and otherwise with the professionalism, efficiency and care required for the Assignment and that Coor can expect from professional and competent persons with experience in delivering similar Deliveries and from a company with a good reputation in the industry.

- 4.2 The Consultant shall ensure that the Delivery complies with the laws and regulations applicable to the Delivery and obtain and pay for any notifications and licenses required to perform the Delivery. Upon request, the Consultant shall provide Coor with documentation demonstrating that the Delivery meets these requirements.

- 4.3 The Consultant shall provide the equipment necessary for the performance of the Assignment, such as, but not limited to, a computer, telephone, software, etc.

## 5 COOPERATION BETWEEN THE PARTIES

- 5.1 The Consultant shall, throughout the term of the Agreement, act loyally towards Coor and protect Coor's interests in the best possible way.
- 5.2 The End Customers are Coor's customers, and the Consultant is a subcontractor to Coor during the Delivery. The Consultant shall always perform the work in the best interest of Coor, and with minimal disruption to Coor and, consequently, to the End Customers. When the Consultant acts as a subcontractor to Coor in Coor's provision of the Services to an End Customer, the Consultant may not actively market itself to, offer, or enter into any agreement regarding the provision of such Services with the End Customer. If an End Customer, for whom the Consultant is a subcontractor to Coor, contacts the Consultant to inquire about additional Services or Products, or to request changes to the Delivery, or similar matters, the Consultant shall immediately refer the End Customer to Coor.
- 5.3 The Parties shall continuously cooperate and communicate with each other during the performance of the Assignment. The Parties have each appointed a contact person who is responsible for the cooperation between the Parties.

## 6 CHARACTERISTICS AND QUALITY OF DELIVERY

- 6.1 Documented procedures to ensure the quality of the Delivery to be provided to Coor, including self-assessment, reporting of non-conformities, shall be in place. Regarding design, type, quality, quantity and other characteristics, the Consultant shall ensure that the Delivery complies with the provisions of the Agreement, is suitable and what Coor can reasonably expect with regard to current industry practice. The Delivery shall also be carried out with the skill and care that can be expected of qualified professionals with experience in performing similar Services.
- 6.2 Coor has the right to modify the Assignment over time. Changes that affect the Consultant's compensation or the timeline for the execution of the Assignment must be made in writing and signed by the Parties.
- 6.3 In the event of a change in the scope of the Assignment, the compensation to the Consultant shall be increased or decreased in proportion to the size of the change.

## 7 UNDECLARED WORKERS

- 7.1 The Consultant undertakes to actively seek to ensure that no "undeclared labour" is used, either within the Consultant's own organisation or the organizations of Subcontractors involved in the Delivery. At Coor's request, the Consultant shall present documentation proving that the Consultant (and any Subcontractors involved in the Delivery) have fulfilled their obligations regarding payment

of taxes and social security contributions. In the event the Consultant is unable to provide such proof within five business days of the request, Coor is entitled to terminate the Agreement in accordance with section 23.2. In the event that it becomes apparent through a final and binding judgment or a decision of a public authority that the Consultant (or a Subcontractor involved in the Delivery) has used "undeclared workers", the Consultant shall pay Coor liquidated damages amounting to SEK 1,000,000. The payment of liquidated damages shall not affect Coor's right to be compensated for any loss it incurs as a result of the incident.

**8 SUSTAINABILITY AND ETHICS**

- 8.1 The Delivery shall be performed in a sustainable manner. The Consultant shall comply with national laws and regulations applicable to the Consultant's operations and Coor's Sustainability Requirements for Suppliers that are available on [www.coor.com/for-suppliers/](http://www.coor.com/for-suppliers/).
- 8.2 Documented procedures regarding Health and Safety for the Delivery to be provided to Coor shall be in place. The consultant shall comply with, and inform its personnel about, local administrative and safety regulations applicable to the relevant worksite.
- 8.3 The Consultant undertakes to work actively to ensure that there is no form of corruption, giving of bribery, receipt of bribery, measures which unfairly restrict competition, discrimination or harassment, either within the Consultant's own organization or at Subcontractors. The Consultant further undertakes to comply with, and ensure, that all personnel of the Consultant and any Subcontractors involved in the Delivery comply with Coor's Code of Conduct for Suppliers, which can be found at: [www.coor.com/for-suppliers/](http://www.coor.com/for-suppliers/).

**9 SECURITY (INCLUDING INFORMATION SECURITY)**

- 9.1 If reference is made in the Agreement to Coor's Information Security Requirements for Suppliers, such requirements take precedence over section 9, as applicable.
- 9.2 The Consultant shall comply with, and inform its personnel about, the local security regulations applicable to the relevant worksite. Such regulations include, among other things, rules concerning identification cards, background checks, lock and key management, hot work, safety regulations, duty of confidentiality, information security requirements and specific regulations for "restricted areas".
- 9.3 The Consultant's personnel (and/or personnel of Subcontractors) shall carry ID card or a visitor's badge fully visible at all times when working within Coor's (or Coor's customer's) premises. Keys and key cards shall be personally signed for by Consultant's personnel and shall be handled in accordance with good security practice. Loss of keys or key cards shall be reported without delay to Coor.
- 9.4 When an employee of the Consultant (or a Subcontractor) has stopped working at a worksite, the Consultant shall without delay inform Coor of the change and return all information assets, keys, key cards, certificates, visitor's badges and similar items. At the end of the Delivery, the Consultant shall procure that all such items are returned to Coor.
- 9.5 The Consultant guarantees that they have verified the actual identity for each of its personnel (and/or personnel of Subcontractors) involved in the Delivery through valid identification documents.
- 9.6 Coor's or Coor's customers' confidential information assets and goods shall not be removed from the premises without written permission.
- 9.7 Consultant's personnel shall not allow unauthorized persons access to Coor's or Coor's customer's premises, IT systems and information assets.
- 9.8 The Consultant shall identify and evaluate security risks (including physical, information and cyber/IT-security) and

implement measures to ensure an appropriate security level.

- 9.9 The Consultant shall define security roles and responsibilities and appoint a person with overall security responsibility.
- 9.10 The Consultant shall have documented information security policies and procedures that are periodically reviewed and updated.
- 9.11 The Consultant shall ensure that information is handled according to the required confidentiality level and provide security training to relevant personnel.
- 9.12 The Consultant shall, when IT is a significant component in the delivery, include security requirements in agreements with sub-suppliers and monitor their compliance.
- 9.13 The Consultant shall have procedures for managing security incidents and inform Coor about related incidents without delay.
- 9.14 The Consultant shall identify and mitigate business continuity risks and periodically assess its business continuity management.
- 9.15 The Consultant shall have appropriate IT-security measures in line with industry practices including but not limited to malware protection, asset management, multi factor authentication, access control measures, life cycle management and security patch processing.

**10 DELIVERY DELAY**

- 10.1 The Delivery shall be performed within the agreed time. If the Consultant finds that Delivery cannot take place within the agreed time, the Consultant shall immediately inform Coor in writing when Delivery can take place and state the reason for the changed delivery time. Such notification shall not limit the Consultant's obligations otherwise.
- 10.2 Where Delivery fails to take place on time, the Consultant shall compensate Coor for any loss it incurs as a consequence of the delay.
- 10.3 Notwithstanding Coor's right to other remedies, Coor shall be entitled to cancel the purchase due to the delayed delivery to the extent that the delay is material to Coor.

**11 SANCTIONS FOR DEFECTS ETC.**

- 11.1 In the event of a defect in the Delivery, the Consultant shall, at its own expense, immediately remedy the defect at a time and in a manner which, in Coor's opinion, does not cause disruption of Coor's operations or those of Coor's customers. An identified security related vulnerability in an application provided for Coor or Coor's customers, shall be regarded as a defect in the Delivery. After remediation, the Consultant shall without undue delay demonstrate to Coor's satisfaction that the defect or deficiency has been remedied.
- 11.2 If the Consultant fails to remedy the defect within a reasonable time after notice of complaint, Coor has the right to, at the expense of the Consultant, remedy the defect or deficiency by itself or through a third party. If the defect or deficiency cannot be cured, Coor is entitled to a price reduction corresponding to the defect or deficiency.
- 11.3 In addition to the foregoing, in the event of any defect in the Delivery, the Consultant shall compensate Coor for any loss which Coor incurs due to the defect.
- 11.4 The Consultant shall indemnify Coor for Coor's liability in damages to any third party as a result of the Delivery or the Consultant's negligence otherwise.

**12 INTELLECTUAL PROPERTY RIGHTS**

- 12.1 Intellectual Property Rights owned by either Party prior to entering into this Agreement shall remain the property of that Party.
- 12.2 The Consultant assigns to Coor through this Agreement, as they arise, the ownership and all intellectual property rights to the results of the Assignment (the "Results"). All copyright, as well as any patent or other intellectual property rights relating to the Results, are and will remain the exclusive property of Coor. This means, among other

things, that Coor is free and without restriction to commercially exploit and modify and/or transfer all or part of the Results. The Consultant has no remaining right to use the Results in its continued operations.

- 12.3 To the extent that Coor's (or Coor's customers') use of the Delivery requires a grant of rights, e.g. a license from the Consultant or a third party, such grant shall be included in the purchase and the agreed payment for the Delivery shall also include such grant of rights.
- 12.4 The Consultant undertakes to return all materials, documentation and other material belonging to Coor and/or the End Customer upon termination of the Agreement.

**13 INTELLECTUAL PROPERTY INFRINGEMENT**

- 13.1 The Consultant warrants that the Consultant has the right and authority to grant Coor any rights in relation to the Delivery. The Consultant further warrants that the Delivery does not infringe any existing patent, registered design, copyright or other Intellectual Property Rights owned by third parties.
- 13.2 The Consultant shall, at its own expense, indemnify, defend and hold Coor harmless against any claims alleging that the Delivery or the result of the Delivery in accordance with the Agreement infringes Intellectual Property Rights of a third party.

**14 LIABILITY**

- 14.1 Subject to the limitations set out below, the Consultant shall be liable for any damages incurred by Coor as a result of the Consultant's (or a Sub-contractor's) negligent acts or omissions.  
Neither Party shall be held liable if their obligation under the Agreement cannot be fulfilled due to circumstances beyond the Party's control (force majeure). As soon as such force majeure events cease to exist, full performance under the Agreement shall be resumed. For the purposes of this Agreement, force majeure means war, acts of war, acts of government, new or amended legislation, labor disputes, and similar circumstances. When a Party believes it is unable to fulfil its obligations under the Agreement, and wishes to invoke force majeure, the other Party shall be notified in writing without delay.
- 14.2 Neither Party shall be held liable for loss of profit or any other indirect damages, even if such damage has arisen in the course of action to reduce direct damages

**15 INSURANCE**

- 15.1 The Consultant shall have adequate and valid liability insurance for the Assignment throughout the term of the Agreement. Proof of such insurance must be presented to Coor upon request. The insurance terms and conditions shall be in line with industry practice and the coverage limits shall not be less than SEK 10,000,000 per year and damage. The insurance shall cover any damage that the Consultant may cause to Coor, the End Customer or a third party. The Consultant shall, no later than at the commencement of the Delivery, provide proof that such insurance has been obtained and is in force.

**16 PRICE**

- 16.1 Coor shall pay the price for the Delivery specified in the Agreement.
- 16.2 The agreed prices are fixed, without indexation, and refer to a complete Delivery.
- 16.3 All prices are exclusive of VAT (but include all other taxes, charges, customs, duties, etc.). VAT will be added to the invoices where applicable.
- 16.4 Coor is under no obligation to pay any fees or compensation other than those set out in the Agreement. Accordingly, unless otherwise expressly agreed in the Agreement, the Consultant is not entitled to additional compensation for overtime work, per diem expenses, travel

or accommodation costs, freight charges, customs duties, invoicing fees, handling fees, insurance costs, etc.

**17 INVOICING AND PAYMENT TERMS**

- 17.1 Invoices with respect to the Delivery shall be issued on a monthly basis in arrears. Invoicing may not take place until the first business day of the month after Delivery has taken place and at the latest within two months thereafter. If Consultant fails to send the invoice within that time period, Consultant loses its right to remuneration for the relevant Delivery.
- 17.2 The invoice shall be sent to the Coor company that entered into the relevant Agreement and/or placed the order in respect of the Delivery. Invoicing addresses for the Coor companies are set forth at [www.coor.com](http://www.coor.com). Unless otherwise agreed in the Agreement, the Consultant undertakes to provide all invoices in electronic form. The Consultant's expenses for implementing electronic invoicing shall be borne by the Consultant.
- 17.3 The invoice shall contain the information which follows from the instructions regarding the content of invoices as set forth at [www.coor.com](http://www.coor.com). In the event the Consultant fails to provide the agreed information in an invoice pursuant to the foregoing, Coor shall be entitled to return the invoice to the Consultant, and request a new invoice containing the correct information and a new due date. No reminder fees or collection fees shall be payable where the invoice is returned due to incomplete information. Debit invoices and credit invoices must be separate documents.
- 17.4 Payment shall be made within sixty (60) days after Coor receives a correct invoice, provided that the Consultant has delivered the Service in accordance with the Agreement.
- 17.5 Coor's payment of an invoiced amount shall not be deemed to constitute any approval whatsoever by Coor of the Consultant's performance of its agreed obligations.
- 17.6 In the event of late payment, statutory penalty interest on arrears shall be payable. If an overdue invoice, despite reminders, has not been paid by Coor, the Consultant shall, no later than five working days prior to collection notice (*Sw. inkassokrav*) is sent, contact the person responsible for this Agreement within Coor's sourcing group and inform about the late payment.

**18 CONFIDENTIALITY**

- 18.1 The Consultant undertakes not to disclose to any third-party Confidential Information received from Coor, other companies in Coor's corporate group, its customers or its Subcontractors, or information which the Consultant produces in conjunction with execution of the Delivery. The Consultant further undertakes to only use such Confidential Information for execution of the Delivery.
- 18.2 "Confidential Information" shall mean all information of a scientific, commercial, or other nature, regardless of whether the information is provided orally or in writing, documented electronically or otherwise, with the exception of:
  - (a) information which the Consultant can prove lawfully came to the Consultant's knowledge prior to the disclosure or use of the information;
  - (b) information which is in the public domain or enters the public domain other than by means of the Consultant's breach of this undertaking or failure to act, or any other act by the Consultant; or
  - (c) information received from a third party who is lawfully entitled to possess such Confidential Information and is not bound by any duty of confidentiality in respect of the information.
- 18.3 At Coor's written request, the Consultant shall return or destroy any and all documentation and other material which the Consultant has received from Coor, and shall provide written confirmation that all Confidential Information has been returned or destroyed.

- 18.4 The Consultant undertakes to ensure that employees, consultants and board members of the Consultant and Subcontractors do not disclose Confidential Information to third parties. The Consultant shall also ensure that any employees, consultants and board members of the Consultant or Subcontractors who may be assumed to come into contact with Confidential Information are bound by an undertaking to keep such information confidential to the same extent as the Parties under this confidentiality undertaking.
- 18.5 In the event of a breach of the provisions of this confidentiality undertaking, the Consultant shall upon demand pay Coor liquidated damages in the amount of EUR five thousand (5,000) in each individual case. Notwithstanding any contractual liquidated damages, Coor's shall be entitled to demand compensation in full for the loss it incurred as a result of the breach of the undertaking.
- 18.6 Violation of any of the points 18.1-18.4 exists even if intent or negligence cannot be demonstrated.
- 18.7 The confidentiality undertakings pursuant to this section 18 shall remain binding for a period of five (5) years after termination of the Agreement.

**19 PERSONAL DATA PROTECTION**

- 19.1 If and when the Consultant processes personal data in connection with the Delivery, for which Coor is the personal data controller, the Consultant is the personal data processor pursuant to the applicable data protection legislation. The categories of data subjects and personal data to be processed follow from the Agreement.
- 19.2 The personal data shall be processed by the Consultant solely for the purpose of fulfilling its undertakings under the Agreement, in accordance with its obligations under the applicable data protection legislation and instructions provided by Coor.
- 19.3 The Consultant shall implement technical and organisational measures to ensure appropriate protection of the personal data processed in accordance with the applicable data protection legislation and to inform Coor of the measures and any planned amendments to such measures.
- 19.4 The Consultant undertakes to assist Coor in so far as necessary for Coor's compliance with its obligations under the applicable data protection legislation.
- 19.5 The Consultant may not process personal data, for which Coor is personal data controller, after the Agreement has expired, unless the Parties agree upon this.
- 19.6 The Consultant shall grant Coor access to information necessary in order to verify that the obligations set out in this Clause 19 are complied with. Further, the Supplier shall participate in audits and inspections carried out by Coor or a governmental authority.
- 19.7 When the Consultant engages a Subcontractor for the processing of personal data (i.e. a sub processor), or changes such Subcontractor, the Consultant undertakes to enter into a data processing agreement with such Subcontractor and inform Coor about this prior to such Subcontractor starts processing personal data for with Coor (or Coor's customer) is controller. If such personal data is transferred to a third country (as defined in the applicable data protection legislation), the Consultant undertakes to inform Coor prior to such transfer and to ensure that legal ground for the transfer is secured and documented. The Consultant shall at all times keep Coor informed of its Subcontractors.
- 19.8 The Parties agree that the Consultant's remuneration for the Delivery includes compensation for the Consultant's measures and activities required for fulfilling its undertakings in this Clause 19. The Consultant shall not be entitled to compensation from Coor for any work or costs, due to such measures and activities.

**20 AUDIT**

- 20.1 Coor shall be entitled to perform audits at Consultant's premises or sites and/or at Coor's premises or sites regarding Consultant's proper fulfilment of the Agreement as regards pricing and invoicing, quantity and quality of the Delivery and related processes, confidential information, security requirements, Personal Data protection and the sustainability requirements. Such audit shall be performed, subject to advance notice of five (5) business days. In relation to Coor's rights to inspect and audit Consultant's data processing activities, reference is also made to section 19.
- 20.2 Coor shall be entitled to perform short-notice audits with three (3) hours' prior notice if a distinct incident has given rise to ground for suspicion of Consultant's breach of security requirements, Personal Data protection or the sustainability requirements.
- 20.3 Audit may only be carried out either by Coor's staff or by professional third party contracted by Coor, provided that the contracted third party has entered into confidentiality undertakings reasonably acceptable to the Consultant. Audit must take place during regular business hours and shall be carried out with the intention to avoid interruption of Consultant's business.
- 20.4 Coor shall bear its own costs for audits, unless the audit identifies a breach of the Agreement by Consultant, which is not insignificant, in which case Consultant shall bear Coor's cost for the audit. Consultant shall always bear Consultant's cost for audits.
- 20.5 The right to perform audits shall also include a right to receive relevant information upon request and without Coor's staff being physically present at Consultant's site.

**21 PUBLICITY, MARKETING AND NON-COMPETE**

- 21.1 The Consultant may not use Coor's (or Coor's customers') company name or trademark, or in any other way refer to Coor (or Coor's customers) in connection with advertising, other marketing, or any presentation (oral or written) without Coor's prior written consent. Nor is the Consultant entitled to issue a press release or other public statement based on the Agreement without Coor's consent.
- 21.2 The Consultant provides services to several clients as part of the Consultant's business. However, the Consultant undertakes not to perform any assignments for another client that directly competes with Coor's business during the term of this Agreement without the written consent of Coor. If Coor does not grant such consent, the Consultant shall not accept any assignment from another client during the validity of the Agreement.
- 21.3 In the event the Consultant breaches this non-compete obligation, the Consultant shall pay a penalty to Coor amounting to SEK 100,000 for each individual breach. Coor is also entitled to damages if the damage resulting from the breach of the non-compete obligation exceeds the agreed penalty. Any penalty paid shall be deducted from the damages in such cases.

**22 FORCE MAJEURE**

- 22.1 Neither Party shall be held liable or deemed in breach of the Agreement for any failure of or delay in performance of its obligations to the extent that and for so long as such performance is prevented or delayed by causes beyond its reasonable control which such party could not reasonably have provided against before entering into the Agreement, and which, having arisen, such party could not reasonably have avoided or overcome ("Force Majeure"). Force Majeure includes exceptional events or circumstances of the kind listed below provided that the conditions above are satisfied: war, civil war, armed conflict or terrorism or natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity and defects or delays in deliveries by Subcontractors if caused by any circumstance referred to in this Section.

- 22.2 The Party whose performance is prevented or delayed due to Force Majeure shall promptly inform the other party of the occurrence of any such event and such party shall use all reasonable efforts to avoid the effect of such event and to mitigate damages to the extent possible. Upon termination of such event, the prevented party shall resume performance of the Agreement.
- 22.3 Where a Party is prevented from performing its obligations under the Agreement due to an event referred to above for a period of time exceeding one (1) month, the other Party shall be entitled to terminate the Agreement which such Party is unable to perform due to an event stated in section 22.1 above with immediate effect and without either Party being under an obligation to pay compensation.
- 23 TERMINATION**
- 23.1 Coor has the right, without giving reasons, to terminate the Agreement, or part of the Agreement, with 30 days' notice, with respect to unfulfilled parts of the Agreement, after which compensation shall be paid for work performed and delivered Materials until the date of termination of the Agreement.
- 23.2 Notwithstanding any other provision of this Agreement, either Party shall have the right to terminate this Agreement at any time, effective immediately, or until such later date as determined by the terminating Party, in the event that: (a) the other Party materially breaches this Agreement and fails to remedy the breach within thirty (30) days from receipt of written notice thereof (the written notice shall contain a clear explanation of the nature of the breach); (b) the other Party fails to fulfil its obligations under regulation or collective agreement (e.g. regarding VAT registration, payment of employer's contributions and taxes, use of "undeclared labour", etc.); or (c) the other Party is declared liquid, bankrupt or may be deemed to be insolvent. If the Agreement is terminated pursuant to this clause or clause 10.3 the dismissing party is also entitled to compensation for damage.
- 23.3 In the event that a customer of Coor terminates an agreement with Coor due to acts or omissions on the part of the Consultant, Coor has the right to terminate the Agreement with the Consultant with immediate effect.
- 23.4 In the event of the termination of the Agreement, irrespective of the grounds for such termination, the Consultant undertakes – if requested by Coor, to a reasonable extent and free of charge, to aid and assist Coor to ensure a smooth transition and replacement of supplier, including making available to Coor (at no extra cost) all relevant data and documentation regarding the Delivery (including, but not limited to, data which the Consultant has stored in its systems) in the manner desired by Coor.
- 23.5 The Consultant shall also otherwise endeavour to ensure that, during the transition stage, the business can be maintained at an acceptable level even where this entails action after the Agreement has terminated, such as providing Coor or another supplier with critical expertise during a transition period. However, the Consultant shall not be required to take such action following termination of the Agreement unless Coor undertakes to compensate the Consultant based on the principles stated in the Agreement.
- 23.6 The Consultant shall provide any reasonable information and specifications requested by Coor for the purpose of use in any tender documentation for the continuation of the management of the business.
- 24 OTHER PROVISIONS**
- 24.1 The Parties agree that the Consultant is an independent party in relation to Coor. Therefore, no employment relationship shall arise between the Consultant and Coor as a result of this Agreement. The Consultant is responsible for ensuring that no liability or costs associated with employees, such as preliminary tax or social security contributions, arise for Coor in any respect. The Consultant shall indemnify Coor in the event that Coor is held liable for such obligations, whether during or after the termination of this Agreement.
- 24.2 A condition for the validity of this Agreement is that the Consultant holds a valid tax registration certificate ("F-skattebevis") throughout the entire term of the Agreement, and the Consultant must provide this before the commencement of the Assignment.
- 24.3 The Consultant is not authorized to represent Coor or enter into any agreements or commitments on behalf of Coor in any manner.
- 24.4 Neither Party may assign the Agreement or any part thereof to a third party without the other Party's written consent, except that Coor may assign this Agreement, a Sub-Agreement, or parts thereof to another company within the Coor Group.
- 24.5 The Consultant shall immediately notify Coor in writing of any planned or completed changes in ownership or control (whether directly and indirectly) of the Consultant or any of its subsidiaries. In the event of such a change, Coor has the right to immediately terminate the Agreement, all other agreements with the Consultant and all outstanding orders in writing.
- 24.6 The Consultant certifies that it is not included on any applicable sanctions or embargo lists and will comply with all applicable laws and regulations relating to international trade, including but not limited to those relating to sanctions, embargoes and export controls. Any violation of this provision may result in immediate termination of outstanding orders or agreements, without liability to Coor. The Consultant shall indemnify Coor from any claims arising out of the Consultant's breach of this provision.
- 24.7 The agreement is governed in all respects by Swedish law.
- 24.8 Disputes arising out of this Agreement shall be finally resolved by arbitration in the Arbitration Institute of the Stockholm Chamber of Commerce ("SCC"). The rules for expedited arbitration shall apply if the disputed value is less than SEK 1,000,000; If the disputed value amounts to SEK 1,000,000 or more, arbitration rules shall apply. If the disputed value is more than SEK 1,000,000 but less than SEK 10,000,000, the arbitral tribunal shall consist of one arbitrator. If the disputed value is SEK 10,000,000 or more, the arbitral tribunal shall consist of three arbitrators. The disputed value includes the plaintiff's claim in the notice of claim and the counterclaim made in the response to the notice of claim. The arbitration shall be held in Stockholm in Swedish. Both the arbitration and the award shall be confidential.
- 24.9 Amendments and additions to this Agreement shall, in order to be binding, be in writing and duly signed by the Parties.
- 24.10 This Agreement constitutes the Parties' complete settlement of all matters to which the Agreement relates. All written or oral commitments and representations prior to this Agreement are superseded by the contents of the Agreement, unless otherwise specified.