

## General Terms and Conditions – Unifaun Services

29 March 2019

### 1 GENERAL

1.1 These General Terms and Conditions forms part of an agreement ("the Agreement") between Unifaun AB, Swedish corp. ID no. 556546-3717, or any of its subsidiaries, Unifaun Oy, Finnish corp. ID no 2304024-0, Unifaun Aps, Danish corp. ID no. 34708584, Unifaun AS, Norwegian corp. ID no. 816269032 or Unifaun Sp.z.o.o, Polish corp. ID no 7010419247, ("Unifaun"), and a legally competent individual or corporate entity ("the Customer") concerning the Customer's use of online services, software, support functions and/or instructions provided by Unifaun ("the Service").

1.2 These General Terms and Conditions apply unless otherwise agreed in writing between the Parties.

### 2 DURATION

2.1 These General Terms and Conditions will apply from the earliest of

- (a) Unifaun's acceptance of the Customer's initial use of the Service, or
- (b) the Customer's ordering of the Service via a form indicated by Unifaun, or
- (c) Unifaun and the Customer entering into a separate agreement document regarding the Service.

2.2 The Customer and Unifaun have a mutual right to cancel the Agreement at a month's notice, unless otherwise agreed in writing. Cancellation shall be in writing. Any written cancellation by the Customer must be received by Unifaun at least one month before the start of the subsequent chargeable period. If the cancellation is received by Unifaun later than that date, Unifaun will be entitled to charge the Customer for a further period.

2.3 Provisions governing premature termination are contained in Section 16 below.

### 3 LICENCE

3.1 Subject to the Agreement, including these General Terms and Conditions, Unifaun grants to the Customer a non-exclusive, non-transferable right ("the Licence") to use the Service world-wide within the scope of the Customer's normal internal business operations.

3.2 The Customer's company group partners, cooperative partners, consultants, suppliers, vendors and other contractors (jointly "Customer Affiliates") can be given temporary access to the Service to carry out integration work by prior written permission of Unifaun. Unless otherwise agreed in writing, Customer Affiliates may not utilise the License permanently or as part of their daily operations. The Customer shall remain responsible to Unifaun for all activities of Customer Affiliates to the same extent as if such activities had been undertaken by the Customer itself.

3.3 If the Licence is limited to a certain number of users, the Customer shall ensure that each user states his/hers personal log-in details when accessing the Service. No more than one user may use the same log-in details.

3.4 The Customer may not resell services or information, wholly or partly generated by use of the Service, to any unauthorised third party or give such third party access to the Service for similar purposes, without Unifaun's prior written consent.

### 4 DELIVERY AND INSTALLATION

4.1 Online services and other software will be available to the Customer within a reasonable amount of time once Unifaun has approved the Customer's order or a special contract document concerning the ordering of the Service has been signed by the Customer and the original has been submitted to Unifaun.

4.2 Physical products shall be delivered to the Customer's most recently indicated address. The delivery is considered to have been made once the product has been received by any staff of the Customer, upon which the risks associated with the product are transferred. Unless otherwise agreed, the Customer is responsible for the installation of product.

## 5 SUPPORT

- 5.1 Unifaun offers support ("Service Support") to the Customer aimed at solving problems experienced by the Customer relating to the use or the functionality of the Service. Service Support will not cover issues regarding any hardware or software system that the Service interacts with, such as a computer, operative system, drivers or any other business systems installed by the Customer. Service Support will not be available to Customer Affiliates unless otherwise agreed in writing.
- 5.2 Service Support is provided by telephone, e-mail, online support and help documentation.
- 5.3 Service Support is aimed at helping the Customer's staff to remedy problems. Information or assistance to the Customer during introduction of the Service or increased use of the Service, such as implementation or installation work, training, exemplification or similar, is not categorised as Service Support but can be ordered by the Customer at an agreed price.
- 5.4 Further provisions regarding Service Support may be set out in a separate agreement between the Parties. In the event no such agreement is entered into, Service Support shall comprise a total of two hours Service Support by Unifaun per calendar quarter.
- 5.5 Service Support will only be provided to staff members of the Customer who have sufficient technical expertise, training and/or experience in the Customer's IT environment, the Service and practices and the carriers and their services employed by the Customer. The number of representatives at the Customer location that will be authorised to process Service Support tasks vis-à-vis Unifaun shall be three at most unless otherwise agreed.
- 5.6 Service Support shall be made available from September to May within 24 hours, and from June to August within 48 hours, calculated from the time Unifaun receives the request for Service Support from the Customer. Service Support will be available on normal business working hours as stated on [www.unifaun.com](http://www.unifaun.com) or pages that may later supplement or replace this. Unifaun reserves the right to defer, discontinue and/or interrupt telephone Service Support requested at other times or that extends beyond those times. Unifaun reserves the right to make reasonable changes to the opening times, contact information, etc. Any such adjustments shall be published on Unifaun's websites [www.unifaun.com](http://www.unifaun.com) or on websites or pages that may later supplement or replace these.

## 6 UPGRADES

- 6.1 The definition "Upgrades" in these General Terms and Conditions refers to minor improvements to the Service (such as bug fixes) and the provision of new versions of the Service with a higher version number with major changes that for example may add new or improved functions.
- 6.2 Unifaun is entitled, but not obliged, to install regular Upgrades during the term of the Agreement and without notice thereof to the Customer. This also concerns Upgrades to Services with associated support programs for which the Customer could have locally installed components.
- 6.3 In the case of locally installed Services, Unifaun shall supply upgraded versions at the request of the Customer. It is the responsibility of the Customer to ensure that the locally installed component is upgraded at the request of Unifaun. The Customer is responsible for the installation of any local Upgrades. Unifaun undertakes upon request from the Customer to provide assistance in installing an Upgrade. Any such assistance will be invoiced at the prevailing hourly rate.
- 6.4 Unifaun shall endeavour, as far as possible, to adapt the Service to different carriers. As individual carriers create new services and change their existing services and Unifaun receives information about such changes, Unifaun shall endeavour to create support for these. However, Unifaun cannot guarantee that all changes and/or services will be supported by the Service at all times. Under certain circumstances certain services from certain carriers may not be supported by the Service, even though Unifaun may have stated in marketing material or in other ways that the Service has support for that particular carrier. The Customer understands and accepts that Unifaun does not have a commercially viable possibility of providing ongoing support to carrier services with a small number of users, even in cases where Unifaun has developed special support for such a service that was later changed by the carrier. It is therefore the responsibility of the Customer periodically to check that the Service is usable for the desired services.

## 7 FURTHER DEVELOPMENT

- 7.1 Unifaun undertakes to assist the Customer with any further developments of the Service that the Customer may request, to a reasonable extent and in exchange for remuneration based on market rates. Unifaun is within its rights to refuse such work should it be deemed as posing a threat to the functionality, stability or security of the Service or if such work should be

particularly work-intensive or entail a particularly high cost for Unifaun. Unifaun shall decide how such further development work may in practice be carried out and what actual changes to the Service shall be made in connection with same.

- 7.2 Unifaun is under no obligation to carry out any development work, any Upgrade or any maintenance to a specific further improvement of the Service without a written agreement with the Customer.

## 8 CONTROL SYSTEMS AND INFORMATION SECURITY

- 8.1 Unifaun is responsible for establishing appropriate security and control systems necessary to prevent unauthorised or otherwise erroneous processes or transactions. Beyond that Unifaun shall not be held for any unauthorised or otherwise erroneous process or transaction made using the Service. The Customer shall indemnify Unifaun for any third-party claims in connection with erroneous or unauthorised processes or transactions with regard to the Service.

- 8.2 In all contacts with Unifaun with reference to the Agreement the Customer shall be prepared on request to state customer number and provide accurate information about its computer system and its underlying structure, any interruption of service the Customer may be experiencing and the impact this may have on the Customer's business in general.

- 8.3 The customer number may only be used by the Customer. The Customer is responsible for ensuring that any login information is securely stored to prevent unauthorised access. The Customer shall immediately notify Unifaun if the login information is lost, disclosed, or becomes known to a third party, or if the Customer otherwise suspects that it is being misused.

- 8.4 If the Service shall be used to process information from systems belonging to the Customer, or others on the Customer's side, the Customer shall ensure, that information shall be made available in a format as specified by Unifaun. Details of the current format are available at [www.unifaun.com](http://www.unifaun.com) or pages that may later supplement or replace this. If the format is not as specified by Unifaun then the function of the Service cannot be guaranteed. It is up to the Customer to adapt its computer system to suit file specifications that have been changed due to changes made by carriers. Unifaun undertakes, to a reasonable extent and at market price, to assist the Customer with any such adaptation.

- 8.5 The transaction history generated by the Customer using the Service is stored by Unifaun. Each transaction is stored for a minimum of six months. The Customer is entitled, where applicable and at market price, to view transaction history for use within the Customer's normal business activities during the Agreement period. The Customer may not transfer transaction history data to any unauthorised third party or in any other way give such third party access to or transfer transaction history data without Unifaun's prior written consent. If the transaction history contains information that pertains to an identified or identifiable person, Unifaun reserves the right to change, block or erase such personal data.

- 8.6 Unifaun will add specific data ("**Unifaun Data**") to transport information provided by the Customer in connection with the Service. Unifaun Data may, *inter alia*, include the following information:

- routing information
- transport service specific information
- information about carriers' pickup points or terminals
- unique package and/or shipment identifiers
- shipment status information

Unifaun Data is developed or otherwise acquired by Unifaun at substantial investment costs and Unifaun reserves any and all rights thereto. The Customer may only use Unifaun Data in connection with the Service within the scope of Customer's normal business activities and may not sell or otherwise transfer all or any part of Unifaun Data, whether in combination with information originally provided by the Customer or not, to unauthorised third parties or in any other way give such third parties access to any part of Unifaun Data without Unifaun's prior written consent.

## 9 THE CUSTOMER'S TECHNICAL EQUIPMENT

- 9.1 The Agreement is subject to the Customer having appropriate technical equipment in order to use the Service normally at all times. This is also applicable when the Service has undergone changes in functionality due to Upgrades, modified security procedures and other developments.

- 9.2 At the time of delivery, installation or further development of the Service that Unifaun has been commissioned to carry out on behalf of the Customer, it is the responsibility of the Customer to ensure that Unifaun has access to premises, hardware and software, information and anything else necessary for the completion of the task.

9.3 The Customer shall ensure that its technical equipment does not, alone or together with other systems, generate or permit the excess use of the Service to an extent that significantly limits the Service's functionality. In the event of any such excess use, Unifaun reserves the right to deny the Customer access to the Service, including internet connection to Unifaun's servers, with immediate effect.

9.4 The Customer is obligated at all times to follow rules for data security that Unifaun may periodically issue. Unifaun is entitled to visit the Customer in order to verify that the prescribed security regulations are followed and that the necessary security measures are taken.

## 10 EDI COMMUNICATION

10.1 The Service may contain functions for managing Electronic Data Interchange (EDI) communication. Unifaun shall have the right, at its own discretion, to increase or withdraw, partly or fully, support for EDI communication to specific carriers if changes to requirements from carriers or others make this necessary.

10.2 In order to send EDI, the Customer must meet applicable requirements for EDI communication channels, often an Internet connection. Moreover, the Customer must, where applicable, have signed a contract for EDI communication with the carrier in question. Unifaun accepts no responsibility if the Service cannot be used due to errors in the Customer's EDI communication and labelling system.

10.3 The Customer shall bear any costs from parties other than Unifaun that are attributable to the Customer's EDI communication, API calls or similar.

## 11 LICENCE FEE

11.1 The Customer shall pay Unifaun a fee (hereafter Licence Fee) for the use of the Service. Unless expressly agreed between the Parties the Licence Fee shall be in accordance with Unifaun's price list applicable at the time. Statutory value added tax and other general taxes or fees and any delivery charge will be added to the Licence Fee.

11.2 The Licence Fee shall be paid on receipt of invoice, which must be paid within 20 days of the invoice date. If there is a delay in payment, late-payment interest shall be charged at an annual interest rate equivalent to the reference rate applied by Sveriges Riksbank (the central bank of Sweden) at any one time, plus eight per cent.

11.3 The Licence Fee does not cover the cost of materials, travel, accommodation or other Unifaun staff costs. Unifaun is entitled to invoice such costs periodically, for which the same invoicing principles shall be applied as for the Licence Fee.

11.4 Unifaun shall be entitled, but not obliged, to adjust the Licence Fee during the term of the Agreement. Unifaun shall inform the Customer of any such adjustment thirty days at the latest of the change coming into force. If, within 14 days of such information being issued, the Customer informs Unifaun in writing of its disapproval of the adjustment, the Agreement shall be cancelled with effect from the date one month after the date on which the Customer's written disapproval were received by Unifaun. The previous Licence Fee shall continue to apply during the notice period. Should the Customer not provide Unifaun with a written notification of its disapproval of the adjustment within the time limit, the Customer shall be considered to have accepted the new Licence Fee.

11.5 Unifaun reserves the right, for each calendar year, to revise prices in line with figures published by Statistics Sweden of their Labour Cost Index for salaried employees (LCI TJM) without prejudice to the Customers option to terminate the contract prematurely.

11.6 In line with Unifaun's environmental policy, Unifaun will charge an invoicing fee based on the invoicing administration costs at the time for paper invoices if an option for electronic invoicing exists.

11.7 Unifaun is not liable to repay any fees to the Customer upon the termination of this Agreement. This also applies to any unutilised part of the Licence Fee.

## 12 RIGHTS

12.1 Except as explicitly provided for in the Agreement no transfer or grant to the Customer of any right or license, other than may be required to carry out the Agreement, is intended. All intellectual property rights, including but not limited to patents, copyrights and know-how remain the sole property of Unifaun.

12.2 Unifaun shall be the sole owner of any and all right, title and interest in, to and associated with all materials and results, which are developed by, are a result of, or otherwise accrue through or are associated with the performance of the Service, including any patent, copyright or other intellectual property rights, know-how, trade secrets, inventions, data and other information, without any obligation for Unifaun to remunerate the Customer therefore. At the same time, Unifaun reserves the right freely to modify, develop, licence and transfer developments without compensation to or the approval of the Customer.

12.3 Any information about copyright or any other text about the right of ownership to the Service must not be amended or removed and shall be made clearly visible in the event of any duplication of the Service. The same applies to any corresponding text on any hardware, software or documentation provided by Unifaun.

## 13 PROCESSING OF CUSTOMER INFORMATION AND PERSONAL DATA

13.1 Unifaun and other companies in the Unifaun group, cooperative partners and contractors to Unifaun ("Unifaun Affiliates") reserve the right to use information that the Customer submits in connection with the use of the Service. The information may be used for the operation, maintenance and development of the Service, as well as for the administration of customer contacts, Service Support and information about Unifaun's other services, market and customer analyses, business and method development, as for statistical purposes.

13.2 By providing the Service or complementary, supporting or compensatory functions to the Service, information connected with a transaction will be shared with those third parties that are directly involved in each transaction (for example, the relevant carrier, sender or receiver) and other interested parties as necessary to carry out the Customer's assignment (for example, customs, authorities, insurance companies or credit providers).

13.3 Unifaun and Unifaun Affiliates reserve the right to use personal data that the Customer submits in connection with the use of the Service and which is necessary for Unifaun to process in order for Unifaun to be able to fulfil the Agreement, fulfil its legal obligations, or which is in the legitimate interests of the Customer or Unifaun in being able to provide or make use of the Service on reasonable commercial terms and conditions. The personal data may be used to the same extent as other Customer information. However, the personal data will always be handled in accordance with the applicable legislation, good practice and with respect to personal privacy. Unifaun's processing of personal data on behalf of the Customer may be set forth in a separate Data Processing Agreement. In the event of any conflict, discrepancy, error or omission the Data Processing Agreement shall take precedence over the Agreement.

13.4 Further information about Unifaun's processing of personal data is available in Unifaun's Integrity Policy, available on Unifaun's website [www.unifaun.com](http://www.unifaun.com) or on websites or pages that may later supplement or replace this.

## 14 LIMITATION OF LIABILITY

14.1 Either Party is discharged from its obligations under the Agreement and from any liability to pay damages if that Party's obligations cannot at all be fulfilled, or fulfilled only at an unreasonably high cost, due to war or riot, work stoppages, strike, lockout, blockade, fire, explosion, law or decision of the public authorities, serious disturbance in the telecommunication or data communication or any other such circumstance over which the Party has no control nor could have foreseen. This also applies if a subcontractor engaged by Unifaun or other party with whom Unifaun cooperates is prevented from providing the Service due to such circumstances as these.

14.2 Unifaun shall not be held liable for any damage due to

- (a) faults or deficiencies in the Customer's information to Unifaun at the initial set up of the Service for the Customer;
- (b) errors in connection with the printout of waybills or other similar documents or the transfer of EDI or other data transmitted logistic transport information;
- (c) the Customer's and/or a third party's processing of information received in connection with the Service or the Customer's and/or third party's processing of the Customer's own number series;
- (d) computer virus or malware, DDOS attacks or other similar contamination or interference;
- (e) errors in connection with the transfer of information from or to the Customer or other computer or telecommunications errors;

- 14.3 Unifaun cannot warrant that the Service is entirely free from minor software errors, so-called bugs. Such absolute freedom from software errors cannot be achieved within the software industry.
- 14.4 Unifaun shall not be held liable for any damage due to interruptions in the Service. Unifaun reserves the right to make planned interruptions in the Service for repairs, Upgrades or other improvements. If possible, the Customer will be notified of such interruptions in a reasonable amount of time via [www.unifaun.com](http://www.unifaun.com) or in the relevant online service, and the interruptions will be done within the indicated service window. If the Service has been out of order for a considerable portion of a calendar month, the Customer shall be entitled to a License Fee reduction corresponding to the time the Service has been unavailable. The right to License Fee reduction does not include any right to compensation based on the number of transactions or other transaction-based fees.
- 14.5 Unifaun shall not be held liable for any damage due to any violation of copyright or other intellectual property right if the Customer uses the Service on another market than that on which it is offered or in a manner that is not intended.
- 14.6 Unifaun shall not be held liable for any damage due to any damage caused by or attributable to any product or service provided to the Customer free of charge.
- 14.7 An agreement on transport is entered into between the Customer and a carrier directly. Unifaun is not party to such agreement and shall not be held liable for a carrier's performance of the agreed transport service. Unifaun cannot warrant that all services with carriers are being supported in the Service at all times.
- 14.8 Unifaun shall compensate the Customer for direct costs that are reasonable and have occurred as a direct consequence of Unifaun's gross negligence or wilful act. The Customer is not entitled to compensation for indirect costs or losses, for example, the loss of data or information, lost profits or other consequential damages.
- 14.9 A Party entitled to and seeking indemnification pursuant to the terms of the Agreement (the Indemnified Party) shall promptly, and no later than one month after the Indemnified Party has become, or ought to have become, aware of the circumstance on which the claim is based, give written notice to the other Party (the Indemnifying Party) of any claim for indemnification. If no claim is presented within the time limit, the Indemnified Party forfeits its right to compensation from the Indemnifying Party.
- 14.10 Notwithstanding any provision of these General Terms and Conditions, if the contracting Unifaun company is domiciled in Sweden, such company's total liability, including price deductions, pursuant to the contractual relationship between Unifaun and the Customer is limited to the amount that the Customer has paid to Unifaun in compensation for the Service during the most recent 12-month period prior to the claim being presented, and in which case the amount is limited to a maximum of three basic amounts (Sw: prisbasbelopp) according to the Swedish National Insurance Act (Sw: Socialförsäkringsbalken, SFS 2010:110). If the contracting Unifaun company is not domiciled in Sweden, such company's total liability, including price deductions, pursuant to the contractual relationship between Unifaun and the Customer is limited to the amount that the Customer has paid to Unifaun in compensation for the Service during the most recent 12-month period prior to the demand being presented.

## 15 CONFIDENTIALITY

- 15.1 The Parties undertakes, without limitation in time, not to personally or through another party disclose confidential information originating from or pertaining to the other Party. Confidential information pertains to all information, be it commercial, administrative, technical or any other kind, regardless of whether the information is documented or not, that the other Party keeps secret and whose disclosure can typically cause that Party considerable damage.
- 15.2 Information excepted from a Party's obligation to maintain confidentiality is such that
- (a) is generally known or becomes generally known by some means other than a Party's breach of the Agreement;
  - (b) a Party can demonstrate it already had in its possession before it received the information from the other Party;
  - (c) a Party can demonstrate it received or will received from a third party without being bound by a confidentiality other in relation to said third party;
  - (d) a Party received with a prior written approval from the other Party to submit to a third party;
  - (e) is submitted in accordance with a decree from an official agency or court;

- (f) is submitted during the course of a mediation or arbitration;
- (g) is submitted to a Party's financial and/or legal advisor on the condition that these advisors are obliged to observe the same level of confidentiality as the Party.

In those cases stated under c) above, the Party is not entitled to disclose to any third party that the same information has also been received from the other Party in connection with the fulfilment of the Agreement.

- 15.3 Both Parties are obliged to ensure their employees, board members, consultants and other contractors do not disclose confidential information to unauthorised persons. It is thereby incumbent upon each Party to ensure that those persons who may be assumed to come into contact with confidential information observe confidentiality to the same extent that the Party is obliged according to this Section 15.

## 16 TERMINATION AND SUSPENSION

- 16.1 Each Party shall have the right to cancel the Agreement with immediate effect if:

- (a) the other Party has neglected to fulfil their obligations in accordance with the Agreement and the breach of agreement is of considerable significance and that Party does not undertake rectifying measures within twenty days of receiving written reminder of such breach from the first Party stating the nature of the breach; or
- (b) there is good reason to believe that the other Party will discontinue its payments, embark on corporate restructuring or composition negotiations, be subject to an external bankruptcy application or file for bankruptcy, or enter liquidation or otherwise be deemed to have such difficulties in payment that there is good reason to fear that the Party's undertakings under the Agreement will not be rightly performed; or
- (c) the other Party has been declared or can be expected to be declared by national, EU or foreign authorities to have violated such authority's export-control regulations or will not be qualified to acquire, possess or make use of services or products (including technology) that are subject to export-control regulations; or
- (d) representatives of the other Party commit a criminal act in connection with the fulfilment of the Agreement.

- 16.2 Unifaun reserves the right to suspend the Customer's access to and use of the Service if the Customer fails to pay any part of the Licence Fee on its due date or if the Customer otherwise neglects to fulfil its obligations in accordance with the Agreement.

## 17 AMENDMENTS AND SUPPLEMENTS

- 17.1 Unifaun reserves the right to modify these General Terms and Conditions during the Agreement period. Unifaun shall inform the Customer of any such amendment within thirty days of it coming into force. If, within 14 days of such information being issued, the Customer informs Unifaun in writing of their disapproval of the amendment, the Agreement shall be cancelled with effect from one month from the written disapproval coming into the possession of Unifaun. The previous wording of these General Terms and Conditions shall continue to apply during the notice period. Should the Customer not provide Unifaun with a written notification of its disapproval of the amendments within the time limit, the Customer shall be considered to have accepted the changes.

- 17.2 Save for what is stated in 17.1, any amendments or supplements to the Agreement shall be made in writing and duly signed by the Parties in order to be binding.

## 18 TRANSFER

- 18.1 Unifaun reserves the right, without the consent of the Customer, to transfer its rights and obligations under this Agreement to another company within the company group to which Unifaun belongs.

- 18.2 The Customer may only transfer, grant sub-licences to, hire out, lend or in any other way permit any party other than the Customer, directly or indirectly, to use or otherwise have access to the Service if Unifaun has given prior written consent in this respect. If such consent has been given, it is a condition of the transfer that

- (a) the new Customer undertakes to be bound by the Agreement (including these General Terms and Conditions), and
- (b) the transfer at no time is in breach of national, EU or foreign authorities' regulations concerning the transfer or export of anything that is subject to such transfer.

## 19 NOTIFICATIONS

- 19.1 Notifications sent to a Party's most recently notified postal address or e-mail address shall be considered to have been delivered correctly. If a specific contact person has been indicated, the notification to this person shall always be considered to have been conveyed correctly if the correct postal address or e-mail address has been used.
- 19.2 Notifications from Unifaun to the Customer shall be considered to have been received by the Customer at the latest three working days after the date they were sent, if they were sent to the Customer's most recently notified postal address.
- 19.3 Notifications to the Customer from Unifaun sent by e-mail shall be considered to have reached the Customer at the latest by midnight on the day after the day the notification was sent, provided that Unifaun has not received any message indicating a failure in the transfer of the notification.
- 19.4 In addition to that which is stated in this Section 19, general notifications from Unifaun to the Customer, which concern all or most of Unifaun's customers, such as address changes, adjustments in license fees or alterations to these General Terms and Conditions, shall be deemed transmitted to the Customer when made available at [www.unifaun.com](http://www.unifaun.com) or other pages that may later supplement or replace them.
- 19.5 It is the responsibility of the Party changing its postal address or e-mail address to immediately notify the other Party thereof in writing. This also applies to the details of contact persons at the Customer's premises when such change. The Customer shall notify Unifaun when a contact person at the Customer's premises no longer is authorised to receive notifications. Should either Party fail in this respect that Party shall always be responsible for any damage that may arise due to notifications not reaching it.

## 20 DISPUTES

- 20.1 If the contracting Unifaun company is domiciled in **Sweden** disputes that arise in connection with the Agreement, including any disputes regarding the existence, validity or termination thereof, shall be finally settled through arbitration administered by the Stockholm Chamber of Commerce Arbitration Institute. The Rules for Simplified Arbitration adopted by the Institute and in force at the time when such proceedings are commenced shall be applied unless the Institute, taking into account the difficulty of the case, the value of the object in dispute and the circumstances in general, decides to apply the Rules of Arbitration in force at the time. In the latter case, the Institute shall also appoint an arbitration tribunal consisting of one or three arbitrators. The venue of arbitration shall be Stockholm, Sweden. Unless otherwise agreed the language of arbitration shall be English. The Agreement shall be subject to the substantive law of Sweden.
- 20.2 If the contracting Unifaun company is domiciled in **Denmark** disputes that arise in connection with the Agreement, including any disputes regarding the existence, validity or termination thereof, shall be finally settled through arbitration administered by The Danish Institute of Arbitration. The rules of Simplified Arbitration Procedure adopted by the Institute and in force at the time when such proceedings are commenced shall be applied unless the Institute, taking into account the difficulty of the case, the value of the object in dispute and the circumstances in general, decides to apply the Institute's Rules of Arbitration Procedure in force at the time. In the latter case, the Institute shall also appoint an arbitration tribunal consisting of one or three arbitrators. The venue of arbitration shall be Copenhagen, Denmark. Unless otherwise agreed the language of arbitration shall be English. The Agreement shall be subject to the substantive law of Denmark.
- 20.3 If the contracting Unifaun company is domiciled in **Norway** disputes that arise in connection with the Agreement, including any disputes regarding the existence, validity or termination thereof, shall be finally settled through arbitration administered by Oslo Chamber of Commerce Arbitration Institute (Institutt for Voldgift og Alternativ Tvisteløsning). The rules of simplified arbitration procedure (forenklet voldgift) adopted by the Institute and in force at the time when such proceedings are commenced shall be applied unless the Institute, taking into account the difficulty of the case, the value of the object in dispute and the circumstances in general, decides to apply the Institute's Rules of Arbitration Procedure (Regler for voldgift) in force at the time. In the latter case, the Institute shall also appoint an arbitration tribunal consisting of one or three arbitrators. The venue of arbitration shall be Oslo, Norway. Unless otherwise agreed the language of arbitration shall be English. The Agreement shall be subject to the substantive law of Norway.
- 20.4 If the contracting Unifaun company is domiciled in **Finland, Estonia, Latvia or Lithuania**, any dispute, controversy or claim arising out of or relating to the Agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one. The venue of arbitration shall be Helsinki, Finland. Unless otherwise agreed the language of arbitration shall be English. The Agreement shall be subject to the substantive law of Finland.