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OUR WAY OF WORKING AND OUR GENERAL TERMS AND CONDITIONS

LUND December 2023

*In this document you will find a brief description
of the working philosophy and the general
conditions that apply to all our projects.*



OUR WAY OF WORKING IS...

✓ ***Based on personal commitment***

We always work as a team. In other words, when you work with us you get the collective expertise of us all. Regardless of the project, we always have internal start-up, intermediate check-up and finally, wrap-up meetings to ensure that we deliver high quality science.

✓ ***Based on confidentiality***

As qualified researchers, we know how to assess knowledge. We are well aware that some information and material we will receive from you during the project are of highly confidential nature. We will always use the same degree of care in safeguarding your confidential information as we use for our own information of like sensitivity and importance. We also expect our customers to respect our knowledge. We learn and improve from working on our various projects, a development that you will also benefit from. In a professional way we will clearly differentiate between the general knowledge gained in a project from the sensitive information which you will want to keep confidential. Solely for our internal archiving purposes, we will retain one copy of lab notes and reports at the end of each project.

✓ ***Innovative***

We will most probably suggest a solution that is quite innovative. It might not always be patentable, but it is still unique and often creative. We believe in thinking and reading, doing the math and cross-fertilizing between the many areas of interest our projects belong to. Thus, the solution you get is sometimes the result of simply doing it right, which is fortunately not patentable. However, when we do come up with new IPR we want you to be sure that if it is in the interest of the project, it is yours. We have the role of paid experts and our reimbursement is a fee-for-service. If the project results in an IPR interest from your side we expect however an acknowledgement, for example a shared story and having you as an ambassador. We want to be reimbursed for the value added, not the time we spent. With our experience and way of working we might not use that many hours, which is of value for you.

✓ ***Scientifically sane with integrity***

We will never do something simply to send you a bill. We will use the instrument needed, not necessarily the fancy one. We believe in simplicity, small experimental matrixes based on scientific rationale, possibilities to transfer our methods to your own labs etc. Our location within the Chemical Centre in Lund, with the possibility to use almost any instrument or method is the basis for our creativity; everything is possible. As we do not own any of the instruments, we do not need to use them to prove ourselves or make the instrument pay for itself. You can trust us. We will also sometimes bring you results you did not hope for. We are consultants that dare to stand up and say how we interpret the situation and results.

We will give you advice. To be able to continue doing this, you will need to understand that it is you who take the decisions for your product and your processes. If so, we can speak up and you can choose to listen. As professionals we understand that only our customer has the full picture. We contribute but you decide. As a customer of CR you will always remain in full control.



✓ *Sensitive to our customer's needs*

Already in the design phase of a project we will invest time in understanding our customer's need not only from a scientific point of view but also from an industrial perspective as communicated to us. Throughout the project we will adhere to changes applicable to this need, whether these changes are come about because of results we create or because of information our clients gather in parallel pursuits with internal capacities. Thus, projects will change, but these changes are always swiftly communicated, in mutual agreement and for the better. We take responsibility for our professional ways, and you as our customer certifies in the end that you have received what were expected. We are not done until you can take the project further internally. At the end of the day we want you to know that we helped you to develop what is yours.

Applicability

1. These General Terms and Conditions shall apply on all answers to enquiries, quotations, offers, orders and agreements relating to all services from CR if reference has been made to them.
2. The terms and conditions replace any previous agreements and negotiations and takes precedence before any and all agreements, terms, and other conditions associated with the services concerned except for non disclosure agreements that may have been signed by the parties prior to the conclusion of the Agreement.

Definitions

3. As used in these General Terms and Conditions and other documents related to the Agreement, certain terms, irrespective of the grammatical form, shall be deemed to have a fixed meaning according to this section below, unless otherwise stated or a natural consequence of the context.
4. "Agreement" shall mean any confirmed order or any other agreement made, from time to time, between CR and the Customer with regard to Services provided by CR, including this document consisting of CR's way of working and these general terms and conditions.
5. "Confidential Information" comprises, but is not limited to, any and all confidential information, know-how, data, and ideas which refer to the parties such as information in respect of projects, data, procedures and processes, formulae and specifications, production facilities and engineering, customers and markets and all other technical, commercial and economical information, related to either parties' technology or otherwise to the business of either party. Confidential Information may be disclosed by the parties orally, in writing, or in the form of graphic material, samples, models, computer software, visual inspections or by other means.
6. "CR" shall mean CR Competence AB.
7. "Customer" shall mean the company or legal entity purchasing services from CR and being the ordering party under the Agreement.
8. "Deliverables" shall mean the specific achievements (like written reports, workshops, active participation in discussions, production of certain formulaes etc) that CR has undertaken under the Agreement.

9. "Intellectual Property Rights" or "IPR" refers to all and any rights to technical and technological solutions, methods, procedures, copyright, know-how, trademarks, patent rights, models, processes, patterns, drawings, de-signs, specifications, and prototypes.
10. "Result" refers to such Intellectual Property Rights, or other kinds of know-how that have been developed, discovered or have emerged in some other manner, related to the Services.
11. "Services" shall mean the consultancy work carried out by CR in order to achieve the Deliverables.

Performance and delivery

12. CR shall use its best reasonable efforts in the performance of the Services and shall perform the Services in accordance with professional standards and in compliance with the Agreement.
13. If the Agreement does not stipulate a timetable the parties shall in good faith negotiate a timetable for activities and milestones, besides the date of delivery, for each project.
14. If CR anticipates that agreed delivery dates or milestones cannot be met, CR shall inform the Customer promptly and simultaneously the parties shall discuss the reasons for the delay, possible adjustments of the date of delivery as well as other actions that need to be taken to overcome and reduce the effects of the delay.

If the delivery of the Deliverables is delayed due to CR's negligence in the performance of the Services, and if the parties have not agreed to adjust the date of the delivery of the Deliverables, the Customer shall be compensated by way of liquidated damages with 0.5 per cent of the total price of the order for each week of delay, never exceeding a total of 7.5 per cent of such price. The liquidated damages are the Customer's sole remedy for delay and shall only be payable under the condition that (i) the parties have agreed on a timetable clearly specifying the Deliverables to be delivered at a specific time, (ii) the delay is solely attributable to negligence on the side of CR and not caused by force majeure, or circumstances at the hand of the Customer.

Intellectual Property Rights

15. Each party is fully entitled to any Intellectual Property Rights which that party developed prior to or independently from their co-operation under the Agreement and will own any improvements thereto developed in the course of their co-operation. Unless otherwise stipulated herein neither party has any right to the other party's Intellectual Property Rights by reason of this Agreement.

16. CR will disclose all Result to Customer. All right, title and interest in and to such Result throughout the world are assigned by CR to Customer and CR agrees that all Result are the sole property of the Customer. At Customer's request and expense, CR will execute any reasonable required documents and take all reasonable actions to give effect to the foregoing.

17. Independently of any Intellectual Property Right, that may become the property of the Customer following an application or adaption, CR shall be entitled to, unrestricted free of charge, make use of any know-how, improvement or findings related to the Result as long as the use is of a general nature and not competitive to the Customers field of use.

18. CR hereby grants to the Customer a non-exclusive, royalty-free, world-wide, perpetual, irrevocable, assignable license (with the right to license freely) of all Intellectual Property Rights owned by CR created prior to the commencement of the Services which are necessary for the Result and use of any Deliverables arising out of the Services.

Price and payment

19. Price for the Services and the levels of patent award are laid down in the Agreement. All prices are exclusive of duties, VAT or similar taxes.

20. CR reserves itself the right to adjust the price if the scope of Services or the assumptions made at the conclusion of the Agreement changes at any time during the project.

21. All materials provided and expenses taken by CR are not included in the price but will be invoiced separately.

22. Unless otherwise agreed upon between the parties, payments will be made in SEK.

23. Payment shall be made thirty (30) days from the date of the invoice. CR reserves the right to decide on a suitable limit of credit at its own discretion and to demand full security when such limit of credit is about to be exceeded.

24. An interest of 1,5% per month will be charged on all overdue payments.

Confidentiality

26. Subject to applicable non disclosure agreements that the parties may have entered prior to the Agreement, the parties undertake, throughout the term of the Agreement and two (2) years thereafter, to observe complete secrecy regarding Confidential Information pertaining to an individual project as well as to the other party's business activities and conditions, particularly in respect of any technical, technological, commercial, or other information that may have emerged in consequence of an individual project and of the Agreement, unless the information concerned prior to the time of disclosure was in the public domain, or must be disclosed by requirement of mandatory law or by court order.

25. Upon termination of the Agreement and provided that Customer makes a special request in writing, materials, lab notes, reports and data containing or constituting Confidential Information in the possession of CR will be returned to the Customer, with the exception of one copy thereof which may be retained by CR for archival purposes.

Liability and insurance

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26. CR disclaims all liability for how the Customer interprets or uses the information, Result and products that a project generates, or for the commercial usability of the Result, the Deliverables or products if any. Further, CR disclaims all liability for that such information, Deliverables, Result or products are suitable for any special purposes intended by the Customer, whether at the outset or at a later stage. The Customer shall be solely responsible for the design, merchantability and suitability of all products or applications developed within a project even if CR has contributed technical assistance and know-how. Thus, CR explicitly disclaims any and all liability for the Customer's final product. In addition the Customer undertakes to hold CR harmless from any and all claims, costs and expenses arising out of a claim from a third party for which the Customer, and not CR, is liable according to this article 27.
27. CR's liability for the Services is limited, in all circumstances, to direct loss and shall in no case include indirect damage such as loss of production, loss of goodwill, lost profits or other similar consequences, or indirect damage which arises as a consequence of CR's failure to perform its obligations pursuant to the Agreement unless CR acted in gross negligence or wilful misconduct.
28. CR shall maintain a professional liability insurance for its liabilities associated with its activities and performances under the Agreement. CR's shall under no circumstances be liable for other damages or amounts exceeding what are covered by such insurance.

Miscellaneous

Amendments and contradictory terms

29. Amendments, modifications and alterations to these General Terms and Conditions shall be made in writing signed by both parties.
30. These General Terms and Conditions, shall not be binding for CR, unless there is a written agreement to that effect. Should CR fail to object to such a condition, this omission shall not be construed as an acceptance, partial or entire, of an alteration of these General Terms and Conditions. On the contrary, the order confirmation and these General Terms and Conditions are still applicable.

Relationships between the parties

31. The status of a party under the Agreement shall be that of an independent contractor. Nothing contained in the Agreement shall be construed as creating a partnership, joint venture or agency relationship between the parties or, except as otherwise expressly provided in the Agreement, as granting either party the authority to bind or contract any obligation in the name of or on the account of the other party or to make any statements, representations, warranties or commitments on behalf of the other party. All persons employed by a party shall be employees of such party and not of the other party and all costs and obligations incurred by reason of any such employment shall be for the account and expense of such party.

32. A party shall be entitled to terminate the Agreement, with immediate effect where the other party, during the contract term, is placed in liquidation or bankruptcy, commences composition negotiations with its creditors or company reorganization proceedings, suspends payments, or where there is probable cause to believe that such party is insolvent and, as a consequence, is not expected to perform its contractual obligations.

Grounds for release from liability

34. Circumstances beyond a party's control not caused by the party or any person for whom the party is responsible, and which could not have been avoided in the exercise of reasonable care, shall be deemed to constitute grounds for release provided such occur after the execution of the Agreement and prevent the performance of the contractual obligations and could not reasonably have been foreseen by the parties. Grounds for release are deemed to exist as long as any of the above-stated circumstances proves to constitute an impediment to performance.

Disputes and Arbitration

33. Any dispute, controversy or claim arising out of or in connection with the Agreement or these General Terms and Conditions, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the “SCC”). The Rules for Expedited Arbitrations shall apply where the amount in dispute does not exceed EUR 50,000. Where the amount in dispute exceeds EUR 50,000 the Arbitration Rules shall apply. The Arbitral Tribunal shall be composed of a sole arbitrator where the amount in dispute does not exceed EUR 50,000. Where the amount in dispute exceeds EUR 50,000, the Arbitral Tribunal shall be composed of three arbitrators.
34. The arbitration proceedings shall take place in Lund, Sweden.
35. Notwithstanding the preceding provisions, CR shall be entitled to bring proceedings in a court of general jurisdiction for payments due. Legal measures for collection of such claims do not entail any waiver of arbitration proceedings with respect to counterclaims in dispute, which consequently may not be enforced through a counterclaim or set off other than in arbitration proceedings.
- Governing law*
36. The Agreement shall be governed by the laws of Sweden.
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