

HUI's Terms and Conditions

1. General

1.1 These Terms and Conditions govern, together with the Offer, the contractual relationship between HUI and the Client.

1.2 The Terms and Conditions contain the terms applied by HUI in the performance of all assignments unless other terms have been agreed upon in writing.

1.3 In the event of a discrepancy between a provision in the Offer and a provision in Agreement, the Offer shall take precedence.

2. Definitions

2.1 Agreed Delivery Date – refers to the day when HUI is to deliver the Report to the Client or HUI otherwise is to be completed with the Assignment.

2.2 The Agreement – refers to these Terms and Conditions and any written modifications or additions that regulate the relationship between HUI and the Client.

2.3 HUI – refers to HUI Research AB, org.no. 556185-8498.

2.4 Delivery – refers to the day HUI completes the Assignment and delivers any agreed upon compilation or similar document to the Client.

2.5 Offer – refers to the written offer HUI provides to the Client which describes the scope of the Assignment in greater detail.

2.6 Report – refers to the compilation in which the result of the Assignment is reported to the Client.

2.7 Raw data – refers to the data HUI or a subcontractor collects for the execution of the Assignment.

2.8 The Assignment – refers to the Assignment HUI shall perform on order from the Client.

2.9 The Client – refers to the natural or legal person who has entered into the Agreement with HUI.

2.10 The Party/the Parties – refers to HUI or the Client or HUI and the Client.

3. The Agreement

3.1 The Agreement becomes binding when the Client confirms the Offer in writing.

4. The Assignment

4.1 The scope of the Assignment is stated in the Offer.

4.2 It is important that the Client carefully examines the Agreement before confirmation since the performance of the Assignment usually is commenced immediately after an Agreement has been entered into.

5. Execution of the Assignment

5.1 HUI shall perform the Assignment in accordance with the specifications in the Offer.

5.2 The Assignment shall be performed in accordance with the customs prevailing in the industry and otherwise in a professional manner.

5.3 The Assignment shall be completed not later than the Agreed Delivery Date. If no delivery date has been agreed upon or if the Client has made modifications or additions to the Assignment, the Assignment shall be performed promptly and be completed within a reasonable time.

5.4 HUI has the right to hire subcontractors if it necessary for the performance of the Assignment. HUI is responsible for the subcontractor's work as if it were performed by HUI itself. HUI confers with the Client concerning a possible choice of subcontractor. 5.3 Uppdraget ska vara slutfört senast Avtalad Leveransdag. Har inte någon leveransdag avtalats, eller om Uppdragsgivaren har gjort ändringar eller tillägg i Uppdraget, ska Uppdraget utföras skyndsamt och slutföras inom skäligen tid.

5.4 HUI äger rätt att anlita underleverantörer om det är nödvändigt för Uppdragets utförande. HUI ansvarar för underleverantörs arbete som om det vore utfört av HUI självt. HUI stämmer av med Uppdragsgivaren vid ett eventuellt val av underleverantör.

6. Compensation

6.1 HUI performs the Assignment at a fixed price unless otherwise agreed upon in writing.

6.2 If the compensation is agreed to be non-fixed according to price list, the compensation to HUI shall be based upon the spent and reported time per engaged consultant and hour by HUI. The compensation is paid according to HUI's at the time current applicable hourly fee for consultants.

6.3 It is stated in the Offer if a fixed price has been agreed upon. The stated price does not include, unless explicitly specified in the Offer, costs for travel, accommodation, purchases for data or materials. The Client is charged for compensation for travel in accordance with HUI's actual travel costs and in accordance with the Swedish Tax Agency's current instructions for per diem allowance and other costs according to HUI's direct or indirect costs (Sw: Självkostnad).

6.4 A special agreement shall be made concerning HUI's right to additional compensation if the Client modifies the scope or the execution of the Assignment, regardless of whether this is done on the Client's own initiative or on the recommendation of HUI. If no such agreement has been reached, HUI has the right to charge the applicable hourly fee.

6.5 HUI has the right to invoice the Client in advance up to 50 % of the agreed compensation before the Assignment is commenced. The remaining part of the compensation is invoiced by HUI after delivery, unless otherwise agreed upon in writing.

6.6 HUI has the right to await the commencement of the Assignment if the Client does not pay the agreed upon advance payment. If the Client is in delay with paying the advance payment, HUI is entitled to a reasonable addition of working days to the Agreed Delivery Date.

6.7 Payment of the remaining amount shall be received by HUI within sixty (60) days from the invoice date. In the event of a delay in payment, HUI is entitled to charge the Client a reminder fee of, at this time, SEK sixty (60) as well as interest on overdue payment from the due date with an annual interest rate of eight (8) percent plus reference interest.

6.8 All prices are stated excluding VAT, unless otherwise stated.

7. The Parties' Obligations

7.1 HUI undertakes to coordinate and organize the Assignment.

7.2 HUI undertakes to provide the Client with information concerning the material required for HUI's fulfillment of this Agreement in such time that the Client does not risk being delayed in the delivery of the information to HUI.

7.3 The Client is aware that HUI's fulfillment of this Agreement may depend on the participation of the Client. The Client undertakes to allocate sufficient resources to provide HUI with the requested information.

7.4 The Client undertakes to provide HUI with the requested information in such a time that the Assignment does not risk being delayed. HUI is entitled to a reasonable addition of working days to the Agreed Delivery Date if the Client is in delay with providing the requested information to HUI.

7.5 HUI shall, during the execution of the Assignment, inform the Client if any needs to change the Assignment arise or if any needs for other services arise.

7.6 The Client shall, as soon as possible after Delivery, review what HUI has delivered.

8. Modifications

8.1 Any modifications to the Agreements must be made in writing and be signed by both parties in order to be binding.

8.2 HUI is entitled to a reasonable addition to the compensation, as well as a reasonable addition of working days to the Agreed Delivery Date, should HUI approve a modification of the Assignment.

8.3 HUI has the right to change the person(s) responsible for customers, project manager(s), contact person and subcontractors or others working with the Assignment during the assignment period. HUI shall, however, inform the Client of the change and provide the Client with new contact information.

9. Delay

9.1 If the parties have decided upon an Agreed Delivery Date, a delay has occurred if delivery has not taken place on the Agreed Delivery Date.

9.2 If the delay is due to intent or gross negligence on the part of HUI or a subcontractor hired by HUI, the Client is entitled to compensation for the Client's damage. The Client's right to compensation is, however, limited by what follows from section 11.

9.3 If the delay is due to the Client, HUI has the right to move the Agreed Delivery Date to a justified time, which is always at least the time that corresponds to the Client's delay. HUI also has the right to terminate the Agreement prematurely in accordance with the provisions of section 12.

10. Transfer

10.1 The Client may not, in whole or in part, transfer, lease, or pledge the rights or obligations under the Agreement to third parties.

11. HUI's Responsibility Etc.

11.1 HUI is liable, with the limitations stated below, for damages that HUI has caused the Client with intent or through gross negligence. HUI is, however, not responsible in any case for the results or the effects that may arise from the Client's use of the Report.

11.2 If the Client wishes to claim that the Report is faulty, that the Assignments has been performed in a faulty manner or the Client for any other reason wishes to make a claim against HUI, a written complaint must be submitted to HUI within thirty (30) days from when the Client was aware or should have become aware of the circumstances on which the claim is based. Complaints must have been made at least within one (1) year from the completion of the Assignment. If a complaint has not been made within the aforementioned time, the Client loses the right to enforce the claim against HUI.

11.3 HUI shall remedy the fault within a reasonable time if the Client has complained of a fault in the Report or in how the Assignment was executed and the complaint is justified.

11.4 If the fault is not remedied within a reasonable time, the Client is entitled to a reasonable price reduction.

11.5 If the fault is of substantial importance to the Client and HUI cannot remedy the fault without significant costs, the Client has the right to terminate the Agreement and receive damages without the restrictions that apply below.

11.6 If, after the Client has made a complaint, the fault is shown to be caused by the Client or if it is shown that there is no fault, HUI is entitled to a reasonable compensation for the additional work that the complaint has caused HUI.

11.7 The Client is aware that HUI, in some cases, only complies statistical data or answers to questions that an interviewee has provided. HUI cannot guarantee the accuracy of the statistical data, or the answers compiled by HUI. Thus, inaccuracies in the aforementioned information does not constitute a fault under the Agreement.

11.8 HUI is only responsible for the services stated in the Offer. HUI is only responsible for losses that the Client has suffered as a direct result of HUI having caused the Client damages through intent or through gross negligence.

11.9 HUI is under no circumstance liable for loss of profit or other indirect loss, loss for third parties or other damage caused by the aforementioned losses. This restriction does not apply in cases of intent.

11.10 HUI shall first be given the opportunity to remedy the damage to the Client if HUI is responsible for damages to the Client.

11.11 HUI's liability is limited to ten (10) million SEK per damage.

12. Early Termination

12.1 A Party has the right to terminate the Agreement immediately if the other Party does not fulfill its obligation under this Agreement, if the other Party is declared bankrupt or is insolvent or if the Party, despite a written request, does not provide feedback within a reasonable time according to section 9.3.

12.2 The termination must be made in writing to the address stated in the Offer. Termination sent to the address stated in the Offer shall always be considered correct if the other Party has not announced a new address in writing.

12.3 If the Agreement is terminated prematurely due to the Client's breach of the Agreement or due to a delay, HUI is entitled to compensation for preformed work and cost incurred. The compensation shall correspond to the compensation for the Assignment that the parties have agreed upon in the Offer, reduced by the costs HUI is saved by the premature termination of the Agreement.

13. Intellectual Property Etc.

13.1 The Report is the result of an extensive processing of collected data. Extensive texts have, additionally, been prepared. The Report may, therefore, be covered by the Act on Copyright in Literary and Artistic Works (Sw: lag (1960:729) om upphovsrätt till litterära och konstnärliga verk).

13.2 The Client acquires an exclusive right to use the Report through the Agreement, however the Client must take into account the provisions of the Agreement.

13.3 The Client has the right to use parts of the Report in its own material, provided that it is clearly stated that the information originates from HUI.

13.4 The Client owns only the Report and does not have the right to take part in the Raw Data or the work materials that HUI has used to prepare the Report.

13.5 The Agreement does not grant the Client any other right to use the material than what is stated in the Agreement. For example, the Client is not granted a right to establish their own computerized archive with material from the Report.

13.6 The Client does not have the right to process the Report in a manner so it appears that the information from the Report originates from someone other than HUI.

14. Fines

14.1 If the Client infringes the provisions of section 13, the Client is obliged to pay a fine to HUI in the amount of SEK 100, 000 for each infringement.

14.2 In addition to the fine, HUI has the right to demand compensation from the Client for actual and demonstrable damage.

15. Confidentiality

15.1 The Parties undertake to not disclose confidential information about the Assignment or about the other Party that a Party has received from the other Party within the framework for the Agreement to third parties. Confidential information also includes Raw Data. A party has the right, however, to use such information for the proper fulfillment of its obligations under the Agreement.

15.2 The Parties undertake to ensure that the personnel and subcontractors working with the Assignment are covered by the provision in 15.1.

15.3 HUI has the right state the Client as a client for marketing purposes.

15.4 This section 15 shall continue to apply even if the Agreement otherwise ceases to apply.

16. Communication

16.1 Communication between the Parties shall be sent in writing by letter, email or fax to the address specified in the Offer. Each Party is obliged to keep the other Party informed of its current address.

17. Liability Insurance

17.1 HUI has liability insurance covering HUI's giving of advice. HUI undertakes to maintain said insurance during the assignment period.

18. Grounds for Exemption

18.1. The Client cannot hold HUI responsible for faults or other deficiencies in the Assignment which are based on force majeure such as circumstances at third parties, natural disasters, lightning strikes, interruptions in the supply or electricity, data or telecommunications, war or rebellions, labor disputes, fire, government regulations, or similar circumstances. This applies if HUI is prevented from fulfilling its obligations under the Agreement as a result of the obstacle, the obstacle is beyond HUI's control or ability, HUI could not have been reasonably expected to foresee the obstacle when the Parties entered into the Agreement and HUI could not reasonably have avoided or overcome the obstacle.

18.2 The Party that wishes to invoke the circumstances described in clause 18.1 as a ground for termination of the Agreement shall immediately notify the other Party in writing.

19. Damages

19.1 Should the Client, through a breach of the Agreement, cause HUI damage, the Client is obliged to compensate HUI for such damage.

20. Invalidity

20.1 Should a provision of the Agreement be invalid under Swedish law, the validity of the other provisions of the Terms and Conditions are not affected.

20.2 If a provision in the Agreement is determined to be invalid, the invalid provision shall be adjusted to the extent necessary for the elimination of the invalidity

21. Processing of Personal Data

21.1 HUI is responsible for ensuring that personal data is processed in accordance with applicable legislation. For more information on how HUI processes personal data, please see HUI's privacy policy [<http://www.hui.se/integritetspolicy>].

22. Disputes

22.1 Disputes arising from this Agreement shall primarily be resolved through negotiations between the Parties. If the Parties fail to resolve the dispute through negotiation, action shall be brought before the district court of Stockholm. The dispute shall be settled with application of Swedish law.

23. Contact Details

Address: HUI Research AB, 103 29 Stockholm

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info@hui.se

www.hui.se

The Terms and Conditions apply from December 2019.