

GENERAL TERMS AND CONDITIONS FOR RAMIRENT SAFE ACCESS AB

These general terms and conditions ("Terms and Conditions Ramirent Safe Access AB") apply as an appendix when Ramirent Safe Access AB, hereinafter referred to as Ramirent or the client, purchases services from subcontractors or staffing companies, hereinafter referred to as contractors, where Ramirent is the client. The services can include both ongoing work and work with a fixed price, agreed to between the parties in advance. Ramirent General Terms and Conditions are incorporated into any offers, order confirmations, agreements, and/or services to which these Ramirent General Terms and Conditions are linked. Other terms that the contractor or others have referred to or sent to Ramirent that are incompatible with, different from or supplement these General Terms and Conditions are hereby rejected, unless otherwise expressly agreed on in writing between the parties.

These General Terms and Conditions align with AMA AF, AB04, AB-U07, Ställning19, for the contractor performing work for the client. Works, invoices or other things that include the parties' agreed to commitments may not be handed over to another party without the client's written consent.

AFC.1 – Scope

The scope concerns all of the client's workplaces in Sweden, where the contractor's commitments include carrying out complete and professionally assembled and dismantled scaffolding, weather protection, and fall protection. All work must be carried out in accordance with the latest updated and valid directives, safety regulations, and project-specific regulations as per AFS2013:4. In addition, the work must be carried out with high quality, professionalism, and according to industry standards. In cases where the contractor does not meet the expected quality or requirements, the client has the right to reject these. The contractor's personnel must comply with the latest applicable regulations according to the industry standard AFS2013:4, UE2021, and project-specific requirements. All staff, apart from Trainees, must hold the corresponding SÄRSKILD UTBILDNING scaffold training (>9 m) certified and validated by either STIB, STAR, Ställningsskolan, or validation via BYN.

Before starting work, the contractor must ensure their personnel always have correct and complete protective equipment together with other clothing, necessary machines, tools, and aids for their work, as well as the correct training and certification as specified by the respective workplace. All costs to meet these standards should be carried by the contractor. As a rule, training courses and certificates must be readable via ID06, unless otherwise agreed on. Evidence of certification, education, references, and A1, ID06 should be ready to be shown at the customer's request. The contractor is only entitled to compensation for the number of personnel and working hours agreed upon by the parties, provided that such personnel meet the other requirements in these general terms and conditions, and other agreed on documents between the parties.

AFC.13 – Conditions

Before starting work, all of the contractor's personnel must be informed of and understand the project-specific commitments and regulations, participate in and take part in the client's start meetings in all projects, be aware of what is expected, and what the work entails. The contractor is not entitled to charge the client for work that includes preparations, start meetings, introductory courses, training, or work that has not been verified by the client.

Following information must be proven by the contractor before any work start to the client and to be confirmed on a personal ID06 card. Other requested information may also appear.

- ID06 on all personnel with the correct company details
- Work permit and A1 certificate for foreign labor - must be served to the client before work start.
- Proof of posting registration for foreign labor - must be served to the client before work start.
- Trainee's must be negotiated with the client before any work starts, where the compensation must be limited to the Trainee's training period - must be served to the client before work start.
- Education level Särskild – with registration on ID06.
- Säkrare lyft (Safer lift) ISO – with registration on ID06.
- Safe construction training via BUC- with registration on ID06.
- Responsibility and communication during lifting operations - with registration on ID06.

- Fall protection training – with registration on ID06.
- Weather protection training for weather protection works - with registration on ID06.
- For JM: JM Health and Safety training with registration on ID06.

AFC.14 – Protection and safety regulations, etc.

The contractor must be aware of project-specific safety and security regulations, and notify and inform his own personnel about current business continuity plans.

AFC.172 – Notifications to the client

Without delay, the contractor has a duty to notify the client of incidents and accidents at work. Planned downtime or disruptions to the work are reported to the client without delay during the same working day

AFC.21 – Quality statements

The contractor must follow protocols for the quality, environment, and work environment at the workplaces, and undergo the necessary training before starting work. In addition, the contractor must carry out systematic quality and environmental work that follows the intentions according to ISO9001, ISO14001, and ISO45001. Upon request, the documentation arising from this must be able to be reported by the contractor.

AFC.23 – Contract variation work (ÄTA)

All variation work must be explained by the contractor before starting to work, and then approved in writing by the client to be considered for compensation. Performed variation work or call-outs by a party other than the customer must be specifically approved in writing by the customer in order to be considered billable. Only people employed in the client's site management are entitled to approve variation work.

AFC.25 – Customer's confidentiality requirements

The contractor undertakes not to divulge to outsiders, or in any other way disclose confidential information that the contractor has received in connection with any agreement and the general terms and conditions. Confidential information refers to agreements, all documents, and other assigned information or documentation, as well as appendices that affect all joint work commitments in their entirety, as well as other information regarding the project, negotiations, or other activities. The contractor may not in any way publish confidential information with associated documents without the client's written approval. However, the contractor is allowed to provide its own personnel with the necessary information to fulfill their commitments. However, the scope of the information must be limited to what is considered absolutely necessary for the respective assignment.

AFC.26 – Information

The contractor must report the documents and certificates requested by the client without delay. Agreements made between the parties and agreements that deviate from the original agreement must be able to be subsequently verified with the client's approval in order to be valid. The customer's site management is the customer party with the authority to make decisions of this nature, unless the customer specifically states otherwise. Mere approval of time reports does not confirm the client's approval of the current work, but only that the client has received documentation for current working hours as specified by the contractor.

AFC.3 – Organization

The contractor's staff must always wear ID06, where the name and the company that the client has hired appear on the cards. Personnel provided by the contractor must be employed in the contractor's business, and must hold a valid collective or equivalent agreement with the Byggnads trade union.

In the event that changes at the workplace occur in some respect, for example, changes to schedules, personnel, materials, transport, etc., the contractor must notify the client's site management without delay. In connection with the start of work, the contractor must report all certificates, training and documentation that prove the staff's authorization and competencies to the client's site management before each new project start. In the event of changes in the personnel present at the respective workplace, or in case of rotation, the contractor must ensure new documentation for all personnel located at the workplace.

The contractor must apply work teams of up to 5 people in each work team, wherein one of these team members must hold a leading position (Lead mechanic). The team leader, or equivalent, must be able to communicate in either Swedish or English and is responsible for the group's overall performance, as well as administer diaries, and needs for materials and resources to the client, manage and follow schedules, act professionally as the group, and communicate with the client's management on a daily basis. Before a new project starts, it must be clear who, from the contractor's respective, holds a leading position in the work team. The contractor's project organization must be planned so that the same manpower and Lead mechanic works on the same project with minimal rotation to other projects, also for those cases where the client sells a total worksite or a partial worksite to the contractor.

AFC.33 - Meetings

Before work begins, all personnel who carry out work for the client must read, review and sign the start meeting documentation. The contractor's leading position must, if necessary, be helpful with translation work for its own staff. Other meetings called by the client must be attended by contractor personnel who have the authority to make decisions on matters covered by the meeting.

AFC.35 – Subcontractors

Multiple layers of subcontractors are not accepted unless the client states otherwise in writing. If so, the subcontractor to the contractor must apply everything covered by these general conditions, as well as other agreements and agreements thereto.

AFC.38 – Diary

The contractor must provide an account with logged hours for all personnel who work at the workplace and keep a diary concerning circumstances of importance for the work, and report on daily events or other activities. Variation work must be reported separately. The diary must be reported weekly to the client and submitted on the first working day after the end of the work week, unless other information is specified. An electronic diary must be able to be reported on request.

AFC.43 – Suborders (call offs)

Suborders in all forms must be able to be derived in writing afterwards, in order to be approved and eligible for compensation. Approval of time reports does not correspond to a written approval by the client, which means that time reports can be revised afterwards. The contractor must be able to calculate and carry out fixed-price works at the client's request or demand, whereby stated prices by the contractor must be adhered to until the works are completed, unless the parties specifically agree otherwise.

AFC.51 – Penalties

Penalties are issued independently of each other. If project-specific penalties are regulated, these must be applied and applied together with this agreement, regardless of its size. The customer has the right to transfer penalty fees to the contractor for the entire amount reported, assuming that employees of the contractor, or any relationships on the contractor's side, are responsible for issued penalty fees.

AFC.51 – Penalties in the case of delay

Under the condition that employees of the contractor are responsible for issued penalties for delay, the client has the right to receive compensation of 7.5% of the contract sum from the contractor, as a basic fine for each started week for which the completion has been delayed. If other penalty amounts exist for a workplace, these shall be applied instead and replace the basic fine. This means that the penalty amount can be both higher or lower than the basic penalty stated in these general terms and conditions.

For ongoing work, the above applies. However, the basis is changed to the following calculation: (Penalty = RT x KE) x (indicated penalty per project or 7.5%), where RT includes "Total reported hours by the contractor for the current workplace", and where KE covers "hourly compensation agreed upon by the parties".

The parties can also agree that the penalty is regulated by hours logged in the reported diaries or time sheets from the contractor.

AFC.518 – Other penalties

If the customer receives penalties from workplaces for which the contractor or any associate on his side is responsible, the customer reserves the right to transfer these amounts directly to the contractor. The parties can also agree that the penalty is regulated by hours logged in the reported diaries or time sheets from the contractor.

If the contractor has failed in his work and where the parties jointly make the assessment that a secondary subcontractor, through his presence, would support the contractor's work to prevent delays, such an agreement must be made in writing. The cost of these additional resources is paid by the contractor unless the parties agree otherwise.

AFC.54 – Insurance

The contractor must be able to present proof of indemnity and liability insurance for his contract performance according to AB04.

AFC.57 – Remedial work

Remarks during inspections or audits must be rectified within one working day at the latest from any notification of errors, or as agreed on between the parties. Work that the contractor performed incorrectly and that must be readied, or work the contractor performed without the client's approval, or variation work that was incorrectly called without the client's knowledge, must be remedied within one working day, or alternatively, as agreed on in writing between the parties. The contractor is not entitled to compensation by the client for unverified work, and in addition, no right to compensation for what is covered by restoration work. In addition, the contractor is not entitled to compensation for such work which the client cannot invoice on his own.

AFC.61 – Compensation

The prices include collectively agreed on and all other costs for the completed works. Examples of this are personnel costs, workplace-specific protective equipment and other clothing, necessary tools and machines, or other aids, transport costs in their entirety, travel & subsistence costs, accommodation costs, training costs, and/or other administrative costs. If the contractor is a foreign legal entity, air travel and transfers are also included in the compensation. Manpower employed by the contractor who lack in necessary educations, or manpower who cannot prove necessary educations and where the educations are not registered on a personal ID06 card, the contractor does not have any right to charge for work related to touched manpower.

AFC.611 – Compensation for variation work (ÅTA)

(1) Variation work must primarily be separately agreed on between the parties and approved in writing before execution. (2) Secondly, according to current billing (based on time and materials) according to the specified price list.

AFC.624 - Invoicing

Invoices must be itemized according to the customer's specifications, where variation work is invoiced separately. Invoicing takes place once per month per project, as an e-invoice, following the customer's approval of the invoicing data beforehand. All invoices from the contractor must be submitted to the customer no later than the last day of each month. The invoice cut-off date is the 25th of every month. Diaries and time sheets with hours must correspond with the invoice data, and incorrectly reported hours can be revised before they are approved by the client. If the contractor fails to issue an invoice within three (3) months after completion, the contractor's right to compensation shall expire, unless the client has notified otherwise. Invoices may not be transferred without the customer's written consent. Invoices handed over without the customer's consent will be contested

Discounts due to the economic situation

In the event of a change in the economic situation, the parties shall discuss and apply a discount to the customer for a limited period. An economic discount must be approved in writing by both parties to be valid.

AFC.7 – Inspection

AFC.8 – Cancellation

The customer has the right to cancel the agreement if the contractor has not fulfilled his obligations, violated the agreement, or these general regulations, or violated the confidentiality regulations after the contractor has been informed in writing. The customer is then entitled to complete the contractor's commitment at the contractor's expense after the latter has been notified in writing, or alternatively, to regulate the hours in the reported diaries from the contractor.

AFC.9 – Dispute Resolution

The parties shall try to resolve disagreements without the use of a 3rd party. If the parties cannot agree, a simplified dispute shall be applied and decided on by the Arbitration Court in Stockholm, Sweden. The arbitration shall take place in Swedish.