



# General Conditions for Participation in Joint Export Activities

## 1. General

Swecare undertakes to carry out the export activity described in the invitation on condition that the necessary number of organizations sign up by giving binding notice of participation and no obstacles specified in section 5 below exist in regard to the performance of the activity.

## 2. Participation fee

Organizations taking part in the activity undertake to cooperate in order to achieve its aim and facilitate its performance and to pay the fee specified in the invitation/registration form. Participation in the activity may not be made available or assigned to a third party without the prior written consent of Swecare. Unless otherwise expressly stated, all prices are exclusive of VAT. The participation fee shall be paid in advance, unless otherwise agreed. If the price has been specified in SEK and Swecare has to pay certain costs in local currency, the price shall at the time of payment be adjusted, if the exchange rate has changed by more than 5% between the date of the invitation and the date of invoicing. The term of payment is 30 days from the invoice date. In the event of late payment, penalty interest is payable at the current Swedish reference rate ("referensränta") plus eight (8) percentage points. Any fees or costs for collection or other measures to obtain payment will be charged to the company.

## 3. Swecare's undertakings

Swecare's undertakings are limited to what is stated in the invitation and the present conditions. The activity might however be subject to change or cancellation, for instance if too few organizations sign up for the activity. Services that Swecare has undertaken to perform by written agreement, in addition to what is included in the activity, shall be paid in advance by the participant organization. Swecare is entitled to depart from the method specified in the invitation of performing the activity if its performance requires this.

## 4. Cancellation etc.

Registration is binding. If not stated otherwise in the invitation, The fee will be charged in full as from the date Swecare has received and confirmed the company's binding reservation, even if the participation is cancelled. However, costs that Swecare may avoid by a participant cancelling participation, may be deducted from the full delegation fee.

## 5. Force majeure etc.

Swecare may cancel the activity or postpone carrying it out for a reasonable period if any obstacle to or unreasonable increase in the cost of carrying it out arises or if carrying it out would jeopardize the safety of persons or property affected by the activity, due to an event or circumstance outside Swecare's reasonable control (force majeure). Such events or circumstances include but are not limited to acts of violence or a risk of acts of violence of all kinds (including war, hostilities, acts of sabotage etc.), natural phenomena (earthquakes, hurricanes, floods etc.), public health emergencies (epidemics, contagious outbreaks, quarantines), sudden events which cause injury or damage (fires, explosions etc.), labour conflicts (strike, lockout, blockade, working to rule etc.), events and interventions of an official nature (changes in the law, new legislation, a change in the exchange rate), and other unforeseen events or unforeseen consequences of foreseeable events such as lack of transport, a shortage of skilled workers, power cuts etc.

Swecare shall inform the participating organizations in an appropriate manner as soon as possible after force majeure is deemed to exist.

In addition to what is stated in the first paragraph of this section, the effect of invoking force majeure is that Swecare will be absolved from economic consequences, including



damages for delay in carrying out the activity or for the activity not being carried out at all or not being carried out as agreed.

## **6. Sustainability**

Swecare actively supports sustainable business development and considers it important from a sustainability perspective as well as business perspective to respect human rights, to offer fair terms for labour, to protect the environment and to work against corruption.

The participant organization's taking part in the activity undertake to always follow Swedish laws, the laws of the country of visit and shall as a minimum requirement, also in markets where national legislation does not reach international standards, strive to adhere to the guidelines of UN Global Compact, the OECD guidelines for multinational companies and the UN Guiding Principles on Business and Human rights, in line with Agenda 2030.

## **7. Data Privacy**

Swecare is careful in protecting customer privacy and undertakes to process personal data in accordance with its [Data Privacy Policy](#). The personal information Swecare receives in connection with the participant organization's registration to participate in the activity will be used to administer the Participant Company's participation. This also implies that Swecare may share the participant organization's contact details, for registration purposes and other similar purposes, in order to facilitate the participant organization's participation in the activity. Swecare may share the participant organization's information with partners essential for the activity. Swecare may also use the participant organization's contact information to follow up on the activity and to share information about similar arrangements that the participant organization may be interested in.

## **8. Limitation of liability**

To the maximum extent permitted by applicable law, Swecare shall have no liability for any damage or loss of any kind under or in connection with the performance under these General Conditions or the activity, whether before, after or during the course of the activity and regardless of the form of action whether in contract, indemnity, warranty, misrepresentation, strict liability, breach of statutory duty, tort (including negligence) or otherwise, and regardless of how it was caused.

Swecare shall under no circumstances be liable for loss of profits, production, or other indirect damages of any kind, or for damages based on loss, consequential damages or consequential losses. Swecare shall have no liability towards third parties based on the performance under these General Conditions.

The total aggregate liability of Swecare for any claim shall under no circumstances exceed the Participation Fee.

**9. Disputes etc.** These general conditions shall be governed by and are construed in accordance with Swedish law. Any dispute in connection with these general conditions shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce.