

General Consultancy Conditions 2005

These General Conditions apply to the performance of consultancy services where the Consultant performs Services ordered by Scania. The Consultant shall conduct the Services in accordance with these General Conditions and otherwise in the Contract. These General Conditions shall always prevail over other terms and conditions made applicable to the Services (such as the Supplier's own general terms, terms and conditions in order confirmation, general provisions or other standard agreement).

1. DEFINITIONS

Unless the context or circumstances clearly suggest otherwise, the following capitalized terms shall have the meanings stated below:

"Contract" means the agreement - either in the form of a mutually executed written agreement or in the form of a written offer accepted by Scania or Scania's order or call-off whereby Scania assigns the Consultant, and the Consultant agrees, to perform the specified consultancy services on terms and conditions stated in the agreement and in these General Conditions.

"Consultant" means the party named in the Contract, to whom Scania has given the assignment to perform the Services.

"Deliverables" means the result of the Services, including all reports, documentation, software, descriptions, specifications, drawings, models, tables and any other form of embodiment in any electronic or tangible medium, or any products, which are to be delivered by the Consultant to Scania.

"Requirements Specifications" means the definition of the Services, specifications, performance criteria and other requirements for the Services, included in or attached to the Contract.

"Scania" means Scania CV AB (publ) with company registration number 556084-0976 and all and any Scania Affiliated Companies as well as other companies within the Scania authorised distribution system which has given the Consultant the assignment to perform the Services.

"Scania Affiliated Companies" means any company which Scania CV AB (publ) or its parent companies now or hereafter owns or controls, directly or indirectly, in any part. "

"Services" means the consultancy services that are to be performed by the Consultant under the Contract. The Services are either an Result Service, meaning a service according to which the Supplier shall provide Scania with a certain result, or Resource Service, meaning a service according to which the Consultant makes personnel and/or other resources available to Scania on an ongoing basis during a certain period of time.

"Statement of Work" means timetables, phase descriptions and milestones for carrying out the Services, which are included in or attached to the Contract.

2. APPLICABILITY

These General Conditions are an integral part of the Contract and shall apply to the Services, except to the extent otherwise agreed upon by the parties. The Contract shall, unless otherwise agreed, consist of the agreed document, a confidentiality undertaking (Appendix 1) and these General Conditions (Appendix 2). If the provisions in other parts of the Contract and these General Conditions are in conflict, the provisions in the other parts of the Contract shall have precedence.

3. THE CONSULTANT'S OBLIGATIONS

3.1 General

3.1.1 The Consultant shall conduct the Services with due skill and care and in accordance with the Statement of Work and the Requirements Specifications so as to meet applicable professional standards.

3.1.2 The Consultant shall perform the Services in accordance with all applicable laws and regulations.

3.1.3 The Consultant shall on an ongoing basis, and otherwise upon request from Scania during the execution of the Services, inform Scania of the progress of the work and hours worked. The Consultant shall, upon Scania's request, participate in meetings for review of the performed work and for detail planning of future work.

3.1.4 The Consultant may not receive or obtain directive for the performance of the Services from any other party than Scania. The Consultant shall also in all respect protect and represent Scania's interests.

3.1.5 During the period when Services are performed, the Consultant undertakes not to use the personnel conducting the Services for assignments for companies that compete with Scania.

3.1.6 The Supplier undertakes, during the term of the agreement and for a period of six (6) months thereafter, not to recruit personnel who is or has been employed by Scania during the performance of the Service.

3.2 Personnel

3.2.1 The Consultant shall perform its undertakings with appropriate, qualified and skilled personnel. For the performance of the Services, the Consultant shall place the persons stated in the Contract at disposal. The Consultant shall be obligated to replace a stated person who by Scania is considered not to have sufficient and/or correct competence for performing the Services, or with whom Scania finds it difficult to cooperate.

- 3.2.2 Replacement of persons listed in the Contract may only be made after agreement with Scania, unless otherwise stipulated in clause 3.2.3. The Consultant shall be responsible for time consumed and costs associated with the replacement of the personnel.
- 3.2.3 If personnel (because of e.g. illness, leave of absence, dismissal) no longer are available for performing the Services, the Consultant shall give immediate notice thereof to Scania and propose appropriate measures to avoid delays or other inconvenience to Scania. The Consultant shall provide replacement personnel who shall meet the requirements set out in clause 3.2.1 above and the Consultant shall be liable for any extra costs or delays caused by such circumstances.
- 3.2.4 If the Consultant's personnel perform any work in Scania's premises, such personnel shall comply with any instructions, including safety regulations, procedures and working regulations applicable to Scania's personnel and that Scania has informed the Consultant's personnel about. The Consultant shall ensure that the personnel performing the Services sign a confidentiality undertaking in accordance with section 14 below.
- 3.2.5 The Supplier shall obtain all mandatory permits for all Consultant's personnel of foreign national.
- 3.2.6 For Resource Services Scania is responsible for operational management and for compliance with applicable laws and statutes with respect to the working conditions.
- 3.2.7 For Result Services the Consultant is responsible for operational management and for compliance with applicable laws and statutes with respect to the working conditions.
- 3.2.8 Such Consultant's personnel who are to work in assembly shall fulfil the demand for medical examination as stated in AFS 1996:4 and AFS 2000:28, Thermoset Plastics.
- 3.2.9 The Consultant shall hold a valid tax certificate (Swedish: F-skattebevis).
- 3.2.10 Provided a Consultant's personnel is not imposed with work during performance of the Services, Scania shall immediately be notified of such situation by the Consultant and Consultant's personnel.
- 3.3 Subcontractors**
- The Consultant may not engage or exchange subcontractors for the performance of the Services without Scania's prior written consent unless such subcontractor is part of the Consultants group. If a subcontractor is engaged, after Scania's prior approval, the Consultant is responsible for the subcontractor's work and personnel to the same extent as for its own work and own personnel. The Consultant shall supervise and is responsible for that the subcontractor to the full extent observes the obligations under the Contract.

3.4 IT Systems Security

If the Services are in any way connected to Scania's information and data processing systems, or if such systems are used in connection with the Services, the Consultant and its personnel and/or subcontractors shall in all respect comply with Scania's instructions and policies regarding IT system security. Scania shall inform the Consultant and its personnel regarding such instructions and policies.

3.5 Special Requirements regarding Personnel

- 3.5.1 At the request of Scania, the Consultant shall be able to demonstrate that none of the personnel engaged for the Services are listed in the Swedish Criminal Records or in any corresponding record abroad, with the exception of less serious crimes, e.g. traffic offences.
- 3.5.2 At the request of Scania, the Consultant shall ensure that all personnel engaged for the Services are cooperating in undergoing drug tests to the extent such tests are performed by future and existing Scania employees.
- 3.5.3 In the event the Consultant's personnel, in the manner described in clause 3.5.1 and clause 3.5.2 respectively, are listed in the Swedish Criminal Records, or any corresponding record abroad, or do not cooperate in performing drug tests, Scania shall have the right to refrain from using such personnel or, with immediate effect, terminate ongoing Services without right for the Consultant to request compensation from Scania.

4. MANAGEMENT

Each party shall appoint a contact person who shall be responsible for the cooperation in all matters relating to the Services. The Consultant's contact person shall be responsible for the management and supervision of all works relating to the Services and Scania's contact person shall liaison with the Consultant in all matters relating to the Services. Written notice shall be given to the other party if the contact person is exchanged.

5. INFORMATION

At the request of either party, the other party shall provide information, which may reasonably be required for the proper performance of the Services.

6. MODIFICATIONS, ADDITIONS AND EXTENSIONS

6.1 Request for Modifications

Scania may modify the Services. The request for modifications shall be communicated to the Consultant's Contact Person. The Consultant is not entitled to refuse Scania's requests for modifications unless the Consultant can demonstrate reasonable cause for such refusal. Modifications to the Services is conducted through modifications in the Requirements Specifications and the Statement of Work.

The Consultant shall as soon as possible advise Scania of the requirement for work not included in the Services or modifications thereto, or on modifications or additions to the Services which may improve the Deliverables or use of the Services, or which may lead to cost savings.

6.2 Modification Procedure

Any modification in or addition to the Services, the Contract or attachments to the Contract, must, in order to be valid, be documented in writing and signed by person within the Scania purchasing organisation authorised to make binding decisions and reach binding agreements within the framework of the Contract.

The Consultant shall not commence work or undertake measures that involve modification of the Services until person within the Scania purchasing organisation authorised to make binding decisions and reach binding agreements within the framework of the Contract has approved the work or measure in writing.

6.3 Extensions

Provided Scania wants to prolong Resource Services, Scania shall submit a written request and the Supplier shall respond in writing and without delay. Provided a prolongation is agreed the Requirement Specification, Services and Statement of Work shall be adjusted accordingly whereas all other parts of the Contract shall continue to apply unchanged between the parties.

7. APPROVAL OF THE DELIVERABLES

Unless otherwise agreed, the provisions in this section 7 shall apply.

7.1 Agreed Day for Approval

The agreed day for approval is the day upon which the Deliverables shall meet the Requirements Specifications. It shall be possible for Scania to verify the Services during an inspection period, running from a start date stated in the Contract and up to the agreed day for approval. The agreed day for approval and the length of any inspection period shall be stated in the Contract.

7.2 Actual Day for Approval

The actual day for approval is the day upon which

- a) the Deliverables is approved by Scania, or
- b) the inspection period terminates without any legitimate complaints in respect of the Deliverables being asserted by Scania, or
- c) the Deliverables meet the Requirements Specifications following legitimate complaints in respect of the Deliverables, a new inspection is performed and Scania has approved the Deliverables to meet the Requirements Specifications.

7.3 Deviations from the Requirements Specifications

If Scania does not approve the Result, the Consultant shall make corrections. Deviations from the Requirements Specifications which do not materially affect the Deliverables intended use shall not affect the determination of the actual approval day. The Consultant's liability for deviations from the Requirements Specifications following the actual approval day is governed in Article 15.

7.4 Use of the Result during the inspection period

During any inspection period, Scania may at its own risk use the Deliverables for the intended purpose. If Scania subsequently, before the actual day for approval has occurred, for what according to Scania is considered critical business purposes, is forced to use the Deliverables or parts thereof without the Consultant's consent, the actual day for approval shall not occur.

8. THE CONSULTANT'S DELAY

8.1 Delay

Unless otherwise agreed, the Consultant shall be deemed to be in delay where the actual approval day occurs after the agreed day for approval.

8.2 Right to Extension of Time

The Consultant is entitled to reasonable extension of time where the delay is due to circumstances for which Scania is liable or due to circumstances set forth in Article 17 (force majeure).

8.3 Effects of Delay

If the delay, of the whole or part of the Deliverables, is caused by the Consultant or to a circumstance relating to the Consultant, Scania is entitled to receive liquidated damages (penalty). The penalty shall be paid per commenced week of delay in accordance with the amount set forth in the Contract. In the absence of such an agreement in the Contract, penalty in the amount of 0.5 per cent of the estimated payment for the part of the Service subject to the inspection for approval (the liquidated damages basis) shall be paid for each commenced week of delay. However, such penalty shall not exceed an aggregate amount of 10 per cent of the liquidated damages basis. If the delay is of more than one (1) month's duration, Scania may rescind the Contract by written notice. If Scania rescinds the Contract, Scania is entitled to damages.

8.4 Anticipated Delay

If the Consultant finds that delay is likely to occur, the Consultant shall notify Scania of this. The reason for the delay and the anticipated time for completion of the Services shall, if possible, be given. If the Consultant fails to provide such notification, Scania is entitled to compensation for any loss which may have been avoided if the notification had been given in time.

9. COMPENSATION

9.1 Model for Compensation

9.1.1 As specified in the Contract, the compensation payable for the Services may be determined either as a fixed price or on an open account basis.

9.1.2 The Consultant is entitled to compensation for the Services in accordance with the Contract. The Consultant is further entitled to compensation for any additions to the Services, if these have been ordered in writing by the Contact Person or any other an authorized representative within Scania.

9.2 Fixed Price and Open Account

9.2.1 For Result Services the compensation shall always be deemed to have been set at a fixed price. For Resource Services the compensation shall always be deemed to have been set on open account according to an agreed hourly rate.

9.2.2 When determining the remuneration, the following principles shall be valid and applicable;

(i) Fixed price states the total price as specified in the order which includes all Consultant's personnel remuneration, daily allowances, travel expenses and other disbursements.

(ii) Price for Services on open account includes all the Consultant's personnel remuneration, daily allowances, travel expenses, expenses for administration and accounting of the Services and other disbursements provided approved in advance by Scania and verifiable.

(iii) Remuneration referred to above shall be deemed to include compensation for wages, payroll overhead, overtime, shift duties, stand-by duties, inconvenient working hours, taxes and social security contributions and holiday pay.

(iv) Remuneration shall always be specified as a fixed daily or hourly rate.

(v) In respect of Consultant's personnel performing Resource Services when overtime is expressly ordered by Scania and such is not included in the Statement of Work, compensation for level 1 overtime will be payable by ten (10) per cent and level 2 overtime by twenty-five (25) per cent of the agreed hourly.

(vi) Travel expenses referred to above shall be deemed to include expenses for, and other expenses related to travel to the location where the Services shall be performed.

(vii) Daily allowances and compensation for travel expenses for travel to any other location than the location where the Services shall be performed will be payable provided the travel has been approved in advance in writing by Scania. Compensation in this regard is payable in accordance with RSV's guidelines applicable from time to time. Compensation is payable also for verified and reasonable costs and daily allowances, however not for time wastage.

9.3 Cap Price

For Services performed on open account, Scania shall in the order state a cap price beyond which the Consultant shall not be entitled to go beyond. The cap price shall include all compensation to the Supplier in accordance with this Article 9.

9.4 Account of Time Taken

Account of time taken by the Consultant for work performed shall be verifiable with accounting of hours worked.

9.5 Option to all-Off

For Services performed on open account Scania shall be entitled but not obligated to call-off the total amount stated in the order or the Contract.

10 PAYMENTS

10.1 Terms of Payment

Payment for the Services shall be made within sixty (60) days of the receipt by Scania of a valid invoice from the Consultant, which is issued in accordance with the terms of the Contract and these General Conditions.

10.2 Fixed Price

Where the Service is performed for a fixed price, the Services shall be invoiced, either when the Service has been completed (for a Resource Service) or when the agreed day for delivery in accordance with Article 7.2 above has occurred (for a Result Service), unless otherwise stated in Scania's order, determined payment plan or other agreement between the parties.

10.3 Open Account

Where the Service is performed on open account, the Services shall be invoiced on a monthly basis for accumulated fees, unless otherwise stated in Scania's order, determined payment plan or other agreement between the parties.

10.4 Records and Invoices

The Consultant shall keep true and accurate books and records of all financial matters in relation to invoicing under the Contract, detailing time used and expenses incurred in connection with the Services.

Issued invoices shall state the Suppliers name, company registration number, value-added tax registration number and address, a reference to the relevant order and a detailed specification of the invoiced items. In addition for invoicing on open account, the number of hours worked (hours/days) shall always be stated together with the fee for each and every one of the Consultant's personnel participating in the performance of the Services.

10.5 Taxes

Agreed fees are exclusive of value added tax. All compensation payable by Scania for the Services shall include compensation for taxes, social security and similar public duties. The Supplier shall be liable for the payment of taxes and social security and other charges for the Consultant's personnel. Provided Scania is obligated to pay such taxes, social security or other similar public duties incurred as a result of payment for the Services, the compensation to the Consultant shall be reduced correspondingly. Thus, Scania shall be entitled to deduct such compensation from amounts invoiced by the Consultant.

10.6 Withholding

Scania reserves the right to withhold fifty (50) per cent (%) of the fixed price or of fifty (50) per cent of the maximum price until the Result has been approved in accordance with this Contract.

10.7 Charges

The Consultant is not entitled to charge for invoicing or for other similar costs.

10.8 Late Payment Charge

In the event of late payment by Scania, late payment charge shall be paid in accordance with Swedish law.

In the event of late payment by the Consultant of contractual penalties or damages, late payment charge shall be paid in accordance with Swedish law.

10.9 Assignment

The Supplier shall not be entitled to assign the right to receive payment under this Contract or any order issued under the Contract.

11. RIGHT TO DELIVERABLES, RIGHT OF OWNERSHIP

11.1 The Consultant

Scania shall receive the right of ownership of the Deliverables from the Services. All copyright, patent and other intellectual property rights attributable to the Deliverables are transferred to Scania through the Contract, unless otherwise specifically agreed. The transfer shall include the right for Scania to change and modify the Deliverables and to transfer onward rights to the Deliverables to any third party. The Consultant shall make reservations for Scania's right according to this clause against any engaged sub-consultants. The ownership to parts of the Deliverables and to copyright, patent and other intellectual property rights attributable to the Deliverables are transferred gradually as Scania makes payment to the Consultant for the Deliverable in question.

The ownership, including copyright, patent rights and other intellectual property rights, to all results

developed prior to and after this Contract, as well as results generated outside the scope of the Services, belongs to the Consultant.

The Consultant is, after Scania's written consent, entitled to use the Deliverables in the Consultant's future business. The Consultant may not publish or in any other way use materials or work results that belong to Scania without first having obtained Scania's written consent. Scania shall give such consent, unless there are particular reasons and on condition that the parties agree on the terms for the Consultant's use.

The Consultant is entitled to use the general knowledge and skills acquired by performing the Services in future assignments for other clients, provided the Consultant observes the provisions regarding confidentiality in Article 14 and in Appendix 3 to the Contract.

As regards inventions and innovations that have come into existence essentially as a result of the Services for Scania, the Consultant undertakes to enter into such agreements with his employees, or other personnel that the Consultant has hired for the Services, as are necessary to allow patents or other intellectual property rights to be assigned to Scania without other compensation than stipulated and agreed in relation to the Services.

11.2 Creators Rights

The Consultant undertakes to ensure that the artist or photographer gives up all rights to be mentioned as creator or photographer or be mentioned as source, and the Consultant furthermore undertakes to have entered into such agreements with his employees, or other personnel that the Consultant has hired for the Services, as are necessary to allow Scania to acquire the rights that are mentioned in this Article 11.

Photographs or artistic works may not be modified by Scania in such way as to infringe the literary or artistic integrity of the artist or photographer.

11.3 Scania's Equipment

If Scania provides the Consultant with equipment such as tools, hardware, software or documentation for performing the Services, this may only be used for the Services, and shall be returned to Scania immediately after completion of the Services, or upon termination of the Contract, irrespective of reason. The Consultant shall attach or allow Scania to attach any label or marking to such equipment in a way that clearly shows that Scania is the rightful owner of such equipment.

12. INFRINGEMENT

12.1 Infringement Claim

The Consultant guarantees that the Deliverables not by holding, use, granting or assignment infringes any third party rights. The Consultant undertakes, at its own cost, to defend Scania if

claims are made or action is taken against Scania regarding infringement of patent, copyright or other right on account of use by Scania of the Deliverables. The Consultant furthermore undertakes to compensate Scania for those costs and damages payable by Scania as a consequence of settlement or judgement. The Consultant's undertakings applies only on condition that the Consultant, within reasonable time, is informed in writing by Scania of the claim being made or the proceedings being instituted, and that the Consultant may at its sole discretion make decisions regarding the defence in such proceedings, and conduct negotiations for agreement or settlement. Scania undertakes to assist the Consultant in the defence to a reasonable extent and at the Consultant's expense.

12.2 Verified Infringement

If infringement is finally found or if, according to the Consultant's assessment, it is likely that there has been such infringement, the Consultant shall, at its own expense, either ensure Scania's right to continue to use the Deliverables, or replace that part which constitutes infringement with another part that Scania reasonably can accept and of which use does not cause infringement, or modify it so that there is no infringement. If the Consultant does not fulfil this duty within a reasonable period of time in accordance with the above, Scania shall be entitled to a reduction of the price corresponding to the reduced value of the Deliverables resulting from the infringement, and to damages. If the infringement causes substantial inconvenience, Scania shall also be entitled to terminate the Contract and regain payments made with deductions of an amount that equals the enjoyment of the Deliverables that Scania had up until the cancellation.

12.3 Limitation of the Consultant's Liability

The Consultant is not be liable for infringement claims based on material that Scania has added or provided.

13. CLARIFICATION OF RIGHTS

A party who provides material is responsible for obtaining the rights required for performing the Services from the holder of the rights.

The Consultant is responsible for that the material that he provides within the framework of the Services, does not require any further licence or royalty payment besides what is stated in the Contract.

14. CONFIDENTIALITY

The Consultant undertakes not to divulge any information that comes to the Consultant's knowledge under the scope of the Services, as regards Scania's business or operations or information concerning any third party, e.g. Scania's clients, to any third party. The same applies for conveyance of such information to any unauthorized person within the Consultant's organization. The Consultant further undertakes to supervise that employees or other engaged

persons do not convey such information to any third party. The Consultant is also responsible for that only persons necessary for the fulfilment of the Consultant's obligations under the Contract is notified of such information on a need to know basis. The Consultant is only entitled to use information from Scania for the performance of the Consultant's obligations under the Contract. The Consultant's obligations covers all information, of technical, business or any other kind, irrespective of whether the information is documented or not, with exception for information generally known or that has come to general knowledge in other way than by breach of the Contract or which the Consultant can prove is known to the Consultant in other way than by the Contract. These exceptions do not apply for information about Scania's clients, such information in every case to be confidential. In addition, the Consultant is always entitled to divulge information from Scania, if so necessary according to law or court or authority order.

The Consultant is responsible for that the Consultant's personnel and any assigned subcontractors sign Scania's confidentiality undertaking according to Appendix 2. The confidentiality also covers the Contract, the Services and the Deliverables. Thus, the Consultant is not entitled to refer to the Services or to Scania without Scania's written approval. The duty of confidentiality applies irrespective of whether or not the Contract has ceased to apply.

15. DEFECTS AND SHORTCOMINGS

If there are defects or shortcomings by the Consultant performing the Services in accordance with the Contract, the Requirements Specifications and/or the Statement of Work, the Consultant shall, after complaint from Scania, without undue delay and at its own expense, remedy any defects or shortcomings. If the Consultant does not without undue delay make corrections, Scania is entitled to deduction from the compensation with an amount reasonably corresponding to the reduced value resulting from the defect or shortcoming, or to allow measures to be carried out that are required to remedy the fault, at the expense of the Consultant. Scania is also entitled to damages within the framework of the agreed limitation of liability.

The Consultant is only liable for defects or shortcomings that Scania reports to the Consultant without undue delay after having noticed the shortcoming or fault, or in every case no later than one (1) year after the Service was completed.

16. LIABILITY

A party is liable for damages caused to the other party as a result of fault or negligence. A party's total compensation liability as a result of the Services is, apart from if gross negligence, intent or infringement according to clause 12.1 exist, limited to 100 basic amounts according to the Act (1962:381) on National Insurance. A party shall not be liable for, apart from if gross negligence, intent or infringement according to clause 12.1 exist, indirect damage such as loss of profits, loss of production, reduced turnover in business and similar costs or losses.

17. FORCE MAJEURE

If a party is prevented from fulfilling his commitments in accordance with the Contract by circumstances beyond his control that the party could not reasonably be expected to have foreseen and the results of which the party could not reasonably be expected to have avoided or overcome, such as lightning strike, labour conflict, fire, altered decisions by authorities, intervention by authorities and faults or delays in services from a subcontractor on account of circumstances stated, this shall constitute grounds for exemption which involve extension of the time limit for performance or exemption from liability. A party, who invokes exemption in accordance with the above, shall inform the other party hereof without delay.

18. INSURANCE

The Consultant shall at its own expense take out and maintain general liability insurance for a satisfactory amount with regard to the Service (however for a minimum of SEK 10 million (10,000,000) for the calendar year during which the Service is performed). In addition the Consultant shall take out property insurance covering all documents, tools, equipment etc provided by Scania and in the Consultant's possession. The Consultant shall upon Scania's request be able to present a copy of a valid insurance policy.

19. TERMINATION

19.1 For Reason

19.1.1 Either party may terminate the Contract upon written notice with immediate effect in the event that the other party:

- (a) materially breaches its obligations under the Contract, and which are incapable of remedy, or if the breach is capable of remedy, if the party does not remedy the breach within thirty (30) days of notice from the other party; or
- (b) becomes bankrupt, ceases payments, applies for company reconstruction, goes into liquidation or otherwise may be considered to be insolvent.

19.1.2 Scania may also terminate the Contract by written notice with immediate effect in the event that:

- (a) the Consultant has been prevented from performing the Services due to force majeure (see Article 17) for a period exceeding one (1) month; or
- (b) an important change in the ownership of the Consultant, directly or indirectly, occurs; or
- (c) right to termination arises pursuant any other provision in the Contract.

19.2 Without Reason

Scania is also entitled to, fully or partly, terminate the Contract without providing the reasons therefore, with respect to unperformed parts, with observation of a period of notice of 1 month. Scania has the right to allocate persons involved in the Services for other similar work during the period of notice if Scania so wishes. In the event of the Consultant being able to provide a person who has been given notice with work with other customers, Scania shall only make payment for that time during which the Consultant has been without occupation as a result of the notice given.

19.3 Effects of Termination

19.3.1 On termination of the Contract (for whatever reason) on the day on which the Contract ceases:

- (a) all work shall cease;
- (b) no further payment of compensation shall be due or be reserved, save with respect to work-in-progress performed by the Consultant; and
- (c) the Consultant shall forthwith furnish to Scania all Deliverables in its possession, or that of any subcontractor, in the form and state of preparation then existing upon the day on which the Contract ceases. The Consultant is entitled to compensation for work performed up until the day of termination. As an alternative, Scania may request the payments made to be repaid to Scania. Scania shall in such case return received materials and is not after the termination entitled to use the Deliverables of the Services.

19.3.2 If Scania terminates the Contract in accordance with clause 19.2, Scania shall also pay the Consultant for unavoidable costs in respect of goods and services ordered from suppliers for purposes of performing the Services which cannot be cancelled, or for reasonable cancellation costs.

19.3.3 Termination refer to, due to Scania's choice, the whole Contract or to the part of the Contract related to the reason for termination.

Termination must be made in writing in order to be valid and shall be addressed to the other party's Contact Person.

20. SCANIA's TRADEMARK

The Consultant is not entitled to use Scania's company name, trademark or logotype in advertising or marketing contexts, without first having obtained Scania's written approval.

21. GENERAL

21.1 Quality Follow-up

The Consultant approves that Scania documents and follows up on quality regarding the work performed, both on company and individual level, and that such documentation is also made in electronic form. The Consultant is responsible for informing the Consultant's personnel that individual follow-up is made and to ensure that required permission in accordance with the Swedish Data Protection Act is obtained from personnel so affected.

21.2 Assignment

Unless otherwise agreed, a party may not assign this Contract or his rights or obligations under the Contract to any third party without the other party's prior written consent.

21.3 Governing Law

The validity, interpretation and construction of the Contract shall be governed by and construed in accordance with Swedish law.

21.4 Disputes

All disputes arising in connection with the Contract, and which the Parties can not amicably resolve through negotiations in good faith, shall be finally settled by arbitration in accordance with Swedish arbitration law. Unless the Parties otherwise agree, such proceedings shall be held in Stockholm and in the Swedish or English language.
