

AR PACKAGING SYSTEMS AB**GENERAL TERMS AND CONDITIONS FOR PROVISION OF SERVICE****SCOPE**

1. These general terms and conditions shall apply to all contracts concluded between any purchaser ("Purchaser") of service and AR Packaging Systems AB ("Service Provider"). A contract may be formed either by a written agreement signed by each party or through the acceptance by Service Provider of an order from Purchaser.

2. Deviations from these general terms and conditions, or from any other arrangements concerning the contract/order in which they are referred to, shall only be binding on Service Provider if they are expressly accepted by Service Provider in writing.

3. The general terms and conditions of Purchaser or third parties which deviate or differ from these general terms and conditions are not binding on Service Provider even if Purchaser refers to such terms and conditions and Service Provider does not expressly object to them.

4. Unless otherwise agreed, these general terms and conditions shall apply *mutatis mutandis* to any spare parts or other goods delivered by Service Provider to Purchaser in connection with the provision of service by Service Provider.

OFFER AND ACCEPTANCE

5. Offers by Service Provider are non-binding.

6. An order to purchase by Purchaser shall not be binding on Service Provider unless accepted by Service Provider in writing.

PRICES

7. Unless otherwise agreed, all prices are exclusive of all taxes, applicable costs for registration, customs and any other public charges. If prices are not agreed, Service Provider shall charge standard prices according to its price list in force from time to time.

8. Service Provider shall have the right to increase unilaterally the prices agreed in the contract by an amount equal to the agreed prices multiplied by the percentage increase in the costs arising from any variations in local, national or international economic circumstances, including, without limitation, wage increases, increases in taxes and other public charges, travel costs and fluctuating exchange rates.

9. If, after the order has been confirmed by Service Provider, any such change in the order is made by Purchaser which change results in Service Provider incurring increased costs, then Service Provider has the right to increase the price in order to cover such increased costs.

PAYMENT

10. The services may be invoiced when the services, or a specified part thereof, have been performed by Service Provider. Payment shall be made within thirty days from the date of invoice.

11. Whatever the means of payment used, payment shall not be deemed to have been effected before Service Provider's account has been fully and irrevocably credited.

12. If Purchaser fails to pay by the stipulated date, Service Provider shall be entitled to interest from the day on which payment was due in accordance with the Swedish Interest Act. In case of late payment, Service Provider may, after having notified Purchaser in writing, suspend its performance of the contract until payment has been received.

13. If Purchaser has not paid the amount due within three months, Service Provider shall be entitled to terminate the contract by notice in writing to Purchaser and to claim compensation for the loss incurred.

PERFORMANCE AND DELAY

14. Services shall be performed at the agreed location. Any expenses such as travel costs, lodging and daily allowance will be charged separately at cost.

15. Service Provider may use sub-contractors to perform services but shall remain responsible for contracted services towards Purchaser.

16. If delay in delivery is caused by any of the circumstances mentioned in Clause 28 or by an act or omission on the part of Purchaser, including suspension under Clauses 12 or 36, the time for delivery shall be extended by a period which is reasonable having regard to all the circumstances in the specific case. This provision applies regardless of whether the reason for the delay occurs before or after the agreed time for delivery.

17. If the services are not performed at the agreed time, any extension pursuant to Clause 16 taken into account, Purchaser may by notice in writing to Service Provider request Service Provider to perform within a final reasonable period (not less than thirty days) and if Service Provider does not perform the services within such final period Purchaser shall be entitled to terminate the contract in respect of the delayed services.

18. Termination of the contract under Clause 17 is the only remedy available to Purchaser in case of delay on the part of Service Provider. All other claims against Service Provider based on delay shall be excluded, except for losses suffered by Purchaser to the extent such losses are caused by Service Provider's wilful acts or gross negligence.

19. If Purchaser causes delays or makes the performance of the services by Service Provider impossible, unless Purchaser's failure is due to any such circumstance as mentioned in Clause 28, Service Provider may by notice in writing require Purchaser to remedy such failure within a final reasonable period. If, for any reason for which Service Provider is not responsible, Purchaser fails to remedy the failure within such period, Service Provider may by notice in writing terminate the contract in whole or in part. Service Provider shall then be entitled to compensation for the loss it has suffered by reason of Purchaser's default.

SAFETY

20. Purchaser shall ensure that any location appointed by Purchaser for Service Provider's performance of services shall comply with all relevant health, safety and environmental laws and regulations. Service Provider shall ensure that whenever Service Provider's personnel are on such locations they shall comply with all relevant and health, safety and environmental laws, regulations and procedures provided they have been notified thereof by Purchaser.

LIABILITY FOR FAILURE IN PERFORMANCE

21. Subject to the limitations set forth in these general terms and conditions, the services delivered by Service Provider shall conform to any specifications agreed in writing and with reasonable care and skill and in compliance with laws, rules and regulations applicable in the country of performance. Pursuant to the provisions of Clauses 22-27, Service Provider shall remedy any nonconformity ("failure").

22. Service Provider's liability is limited to failure which appear within a period of three months from performance of services.

23. Purchaser shall notify Service Provider in writing of any failure, such notice to be given within fourteen days of the performance of the services to which the failure relates. The notice shall contain a description of the failure. If Purchaser fails to notify Service Provider in writing of a failure within the time limits set forth, Purchaser loses its right to have the failure remedied.

24. On receipt of the notice under Clause 23, Service Provider shall at its own cost remedy any failure or, at Service Provider's sole option, by repayment of the price for the services to which the failure relate (where this has been paid) or by granting Purchaser a reduction of the purchase price in proportion to the failure.

25. Service Provider is not liable for failure caused by any instructions given by Purchaser or any failure by Purchaser to enable Service Provider to perform the services as agreed.

26. If Service Provider has failed to remedy failure, regarding which Purchaser has given notice pursuant to Clause 23 and for which Service Provider is liable, Purchaser may request Service Provider to remedy such failure within a final reasonable period (not less than thirty days) and if Service Provider fails to do so Purchaser shall be entitled to terminate the contract in respect of such services which due to the failure will not serve the agreed purpose.

27. Save as stipulated in Clauses 21-26, Service Provider shall not be liable for failure, except for losses suffered by Purchaser due to failure to the extent such losses are caused by Service Provider's wilful acts or gross negligence.

FORCE MAJEURE

28. Either party shall be entitled to suspend performance of its obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: disruption of operation, industrial disputes and any other circumstance beyond the control of the

parties such as fire, war, extensive military mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power and failure or delays in deliveries by subcontractors caused by any such circumstance referred to in this Clause.

29. The party claiming to be affected by force majeure shall notify the other party in writing without delay on the intervention and on the cessation of such circumstance.

30. Regardless of what might otherwise follow from these general terms and conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract is suspended under Clause 28 for more than six months.

INDIRECT AND CONSEQUENTIAL LOSSES

31. Subject to Clause 32, Service Provider shall not be liable to Purchaser for any indirect or consequential loss including loss of profits, loss of revenue, business interruption and/or loss of goodwill or contracts.

32. Nothing stated herein shall exclude or restrict any liability for death or personal injury resulting from wilful acts or gross negligence.

INTELLECTUAL PROPERTY

33. Service Provider retains all intellectual property rights in any property invented or composed in the course of or incident to the performance of services under a contract. Purchaser acquires no right or interest in any such intellectual property, by virtue of the contract or the work performed under the same.

CONFIDENTIALITY

34. Neither party will use, copy, adapt, alter or part with possession of any information of the other which is disclosed or otherwise comes into its possession under or in relation to the contract and which is of a confidential nature. This obligation will not apply to information which the recipient can prove was in its possession at the date it was received or obtained or which the recipient obtains from some other person with good legal title to it or which is in or comes into the public domain otherwise than through the default or negligence of the recipient or other person, or which is independently developed by or for the recipient.

RELATIONSHIP OF THE PARTIES

35. The parties acknowledge and agree that the services performed by the Service Provider, its employees, agents, or sub-contractors shall be as an independent contractor and that nothing in the contract shall be deemed to constitute a partnership, joint venture, agency relationship, or otherwise between the parties.

ANTICIPATED NON-PERFORMANCE

36. Notwithstanding other provisions in these general terms and conditions regarding suspension, each party shall be entitled to suspend the performance of its obligations under the contract, where it is clear from the circumstances that the other party will not be able to perform its obligations. A party suspending its performance of the contract shall forthwith notify the other party thereof in writing.

APPLICABLE LAW AND DISPUTES

37. The contract shall be governed by the substantive laws of Sweden.

38. Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, 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, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be English.

39. The parties undertake and agree that all arbitral proceedings conducted with reference to Clause 38 will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed during such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not be disclosed to a third party without the

prior consent by the other party. Exceptions to the foregoing shall only apply to the extent that disclosure may be required of a party due to mandatory law, an order of a competent court or public authority, or to protect, fulfil or pursue a legitimate legal right or obligation or to enforce or challenge an award.
