



## **Adecco's special terms and conditions for temporary staffing**

Unless otherwise specifically agreed between Adecco and the Customer, the terms and conditions below govern Adecco Sweden AB's (hereinafter "Adecco") supply of temporary personnel (hereinafter referred to as "Consultants") to the Customer company (hereinafter referred to as the "Customer"). These terms and conditions constitute exceptions and supplements to the industry's General Provisions (ABPU-04).

### **1. Work environment**

#### 1.1 Supplements to General Provisions (ABPU-04) 6.1

Unless otherwise specifically agreed, the service shall be performed at the Customer's premises. When the service is performed at the Customer's premises, the Customer shall be responsible for the coordination of safety measures in accordance with the law and collective agreements. The Customer shall thereupon be obligated as follows:

- a) to provide information regarding local order and safety provisions;
- b) to provide information regarding emergency alarms, emergency exits, and regrouping sites;
- c) to provide information regarding the location of first aid equipment and employees of the Customer who have undergone first aid training;
- d) to provide necessary personnel areas;
- e) to provide instructions regarding all tools and machinery with which the Consultant will work;
- f) to ensure that responsible work managers maintain that proper conditions exist so that the Consultant will not be exposed to injury or sickness;
- g) to inform the Customer's safety representative that Adecco's Consultant is performing work at the workplace.

### **2. Compensation and time reporting**

#### 2.1 Supplements to General Provisions (ABPU-04) 3.1

The provision for Adecco's services is set forth in either the offer, the order confirmation, or a separate agreement between Adecco and the Customer and is adapted in accordance with collective agreements pertinent to Adecco's Consultants as well as applicable tax rules and charges relating to labour market costs in force at the time of the offer or agreement

#### 2.2 Supplements to General Provisions (ABPU-04) 3.2

In the event that Adecco's labour force costs change in accordance with the SCB preliminary index of labour costs (AKI table K-N) Adecco holds the right to effect corresponding price adjustments. Price adjustment may be applied continuously accordingly to latest available data from SCB compared to closest corresponding data or compared to the data that was used as basis for latest conducted price adjustment.

### 2.3 Supplements to General Provisions (ABPU-04) 3.3

If Adecco has based the prices for the assignment on collective agreements where compensation will be effective retroactively, Adecco then has the right to also adjust the price correspondingly (retroactively) to the Customer.

### 2.4 Time reporting

The time worked shall be reported by the Consultant on the form provided by Adecco.

### 2.5 Supplements to General Provisions (ABPU-04) 3.4

Any working hours exceeding the Customer's ordinary work day or daily working hours exceeding eight (8) hours will be charged as overtime.

### 2.6 Supplements to General Provisions (ABPU-04) 3.5

Compensation for the Consultant's business travel shall be governed by a separate travel invoice from Adecco to the Customer and reimbursed by the Customer in accordance with the Swedish National Tax Board's *per diem* provisions in force from time to time.

### 2.7 Payment

Payment for work performed shall be made within ten days of the invoice date. In the event of delay in payment, penalty interest shall be paid in accordance with the Interest Act. VAT is not included and will be added to all prices. Invoice fee will be charged according to current fee.

### 2.8 Minimum debiting

Regarding assignments shorter than eight hours per day and where the Customer is debited per hour, Adecco has the right to be compensated for eight hours per day – minimum debiting.

### 2.9 Supplements to General Provisions (ABPU-04) 9

Should the Customer's working conditions be deemed unacceptable (for example, when conditions according to ABPU-04 9.4 arise), Adecco has the right to terminate the assignment for the Consultants directly affected, but maintains the right of payment from the Customer for the agreed length of assignment.

## 3. Warranties

### 3.1 Proficiency warranty

Adecco warrants that the hired Consultants fulfil the proficiency requirements agreed between Adecco and the Customer at the time the service is ordered. In the event the relevant Consultant fails to fulfil the aforementioned proficiency requirements and thus is unable to perform the service in a professional manner, the Customer shall not be obligated to make payment for the Consultant's work. The aforementioned is conditional on the Customer immediately, and not later than the third day on which the Consultant performs work at the Customer, submitting a written notice of complaint to Adecco. In the absence of a notice of complaint, the Customer shall be obligated to make payment in full for the Consultant's work.

### 3.2 Cancellation warranty

In the case where a service has been ordered but it subsequently transpires that the Customer does not require the Consultant, the Customer shall be entitled, free of charge, to cancel the Consultant's services no later than 16.00 five work days prior to the day on which the service was to have commenced.

The Customer is also entitled to cancel during the course of a service, in which case the cancellation shall take place not later than 16.00 five work days prior the final day on which the Customer desires to use the Consultant.

Where a cancellation, as mentioned above, takes place at a later time, Adecco is entitled to charge the Customer for five work days (one workday = eight hours).

The cancellation warranty is not applicable when the Customer's working conditions are not acceptable for the Consultants and Consultants therefore not perform labour by the Customer. Examples of this include: an unacceptable work environment; Discrimination of any sort toward the Consultant; any Customer demands requiring the Consultant to participate in any act of discrimination or to make concessions to the standards of sound business practice or sound practice in the labour market.

## 4. Limitation of liability (Supplements to General Provisions, ABPU-04, p 8)

4.1 Adecco's responsibility in damages during the contract period will without any exceptions be limited to no more than SEK 5 000 000 (five million) in reference to property damage and personal injury, respective SEK 2 000 000 (two million) in reference to pure financial loss, crimes due to theft, fraud, embezzlement and third party's damage

### Disputes

In case of disputes regarding formulations and meaning of these provisions, the Swedish version should be applicable.