

ADECCOS SPECIAL CONDITIONS CONCERNING STAFFING

1. **SCOPE**

These special conditions compose of amendments and additions to the General Terms for Staffing Services (ABPU-10) and Placement of Professionals Agreement (ABSS- 10).
2. **WORK ENVIRONMENT**

The Assignment shall be performed on the premises of the client. Due to the responsibility for the user undertaking (i.e. the client) according to the Work Environment Act, the client shall amongst other things:

 - a) inform about local rules of safety regulations,
 - b) inform about evacuation alarms, escape routes and assembly points,
 - c) inform where first-aid equipment is available and who has completed first aid training at the client,
 - d) provide adequate collective facilities,
 - e) provide instructions for all tools and machines that Placed Personnel will work with,
 - f) ensure that the responsible supervisor sees to that the working conditions are such that the risk of Placed Personnel being injured at work is minimized,
 - g) inform the safety delegate at the client that Placed Personnel is performing work at the workplace.
3. **PRICE**
 - 3.1 Instead of or as a complement to 3.2 ABPU-10/ABSS-10, Adecco is entitled once a year to adjust the prices on the basis of Statistic Sweden's (SCB) index for labor costs (AKI column K-N). As a starting point for the adjustment, the index for one month the year when price adjustment is due is compared with the same month previous year ("basmånad").
 - 3.2 Payment for work performed shall be made within ten days from the date of the invoice. An invoice fee will be charged. In case of delayed payment Adecco is entitled to compensation for payment reminders, debt recovery costs and interest according to the Statutory Interest Act.
 - 3.3 For assignments shorter than eight hours per day and charged per hour worked, Adecco is entitled to compensation for eight hours work per day (minimum charge).
4. **LIABILITY**
 - 4.1 Instead of 8 ABPU-10 and p. 7 ABSS-10 the following shall apply.
 - 4.2 If Placed Personnel is performing work under circumstances similar to those applicable to the client's own employees, the client is responsible for Placed Personnel as its own employees. In such case, the client is responsible for damage that Placed Personnel have caused the client or a third party. When assessing if this is the case, the primary circumstances to consider shall be the qualifications as well as the Placed Personnel's need for instructions and control when performing the work tasks.
 - 4.3 In other cases and subject to the limitations specified below, Adecco is liable for damages caused the client by fault or negligence of Placed Personnel within the course of his or hers employment. Adecco's liability is limited to a total of 10 price base amounts per occasion.
 - 4.4 Adecco is not liable for damage: a) to the client's motor vehicles or for subsequent damages to such damage, b) to goods transported on the client's own or hired motor vehicles, c) covered by the Motor Traffic Damage Act or the equivalent, or corresponding foreign law or d) that is defined as a medical/healthcare patient injury by law.
 - 4.5 Adecco is in no way responsible for damages due to the client's faulty or deficient instructions, supervision or control of Placed Personnel.
5. **MISCELLANOUS**
 - 5.1 Instead of 16.1-16.3 ABPU-10 the following shall apply.
 - 5.2 Any dispute arising out this contract, 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.
 - 5.3 The seat of arbitration shall be in Stockholm.
 - 5.4 Concerning non-paid invoices for agreed services, Adecco is always entitled to submit claims to Stockholm District Court.
 - 5.5 The client may at any time cancel an Assignment. When doing so shall 5.6 and 5.7 (below) apply.
 - 5.6 Concerning assignments where Placed Personnel not yet have entered their duties, Adecco is entitled to claim compensation for expenses due to the order. For time spent, Adecco is entitled to claim compensation with 1200 SEK per hour.
 - 5.7 If Placed Personnel have entered their duties, Adeccos is entitled to claim compensation with 80 h multiplied with Placed Personnel's hourly rate affected by the cancellation.
 - 5.8 Amendments to the ABPU-10/ABSS-10 and to these Special Conditions have to be in writing in order to be valid. When construing an agreement, the tender shall prevail over these conditions, which in turn shall prevail over ABPU-10/ABSS-10. If there are any discrepancies between English and Swedish versions, the Swedish versions shall prevail.