

AGREEMENT FOR LINDAB WEB BASED TOOLS

READ CAREFULLY: This Agreement (the "Agreement") is an agreement between you and Lindab AB or any other company within the same group as Lindab AB ("Lindab") for the Lindab web based calculation and selection tools on www.lindqst.com or beta.lindqst.com (the "Tools"). Lindab licenses this Tools to you only upon the condition that you accept all of the terms contained in this Agreement.

By selecting the "I agree" button or accessing or otherwise using the Tools, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement or do not wish to bind yourself, do not access or use the Tools.

1. GRANT OF LICENSE.

Lindab grants you the limited, non-exclusive, non-transferable, terminable license to use the Tools in accordance with the terms and conditions of this Agreement. You may use the Tools for free.

2. RESTRICTIONS

Except as expressly permitted by this Agreement, you shall not:

- (i) use the Tools in a manner that infringes any third party's copyright or any other rights;
- (ii) reverse engineer, decompile, disassemble, modify, translate, adapt or create derivative work or other alterations of the Tools in whole or in part;
- (iii) make any attempt to discover the source code of the Tools;
- (iv) remove or alter any trademark, copyright, other proprietary notices, disclaimed, warning notice included in or embedded in the Tools; or
- (v) use the Tools to develop any software or other technology having the same primary function as the Tools.

3. COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

The Tools are licensed, not sold. All title and copyrights and other intellectual property rights in and to the Tools (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the Tools) are owned by Lindab or its suppliers.

4. CHANGES AND DISCONTINUATION

Lindab has no obligation but may without notice make commercially reasonable updates and changes to the Tools from time to time. If you have notified Lindab that you want to be informed about changes and updates, Lindab will send you a notification by the agreed communication way.

Lindab will announce at the Lindab website if Lindab intends to discontinue the Tools. Lindab will use commercially reasonable efforts to continue the Tools and storage of data (see Section 8 below) for current (but not new) users at least one (1) year after that announcement, unless (as Lindab determines in its sole discretion):

- required by law, authority or court or third party relationship or rights; or
- doing so could create a security risk or economic or technical burden.

5. THE TOOLS

The Tools, including its content as well as its function, is provided "as is" and Lindab disclaims any and all liability as further set forth in Section 10. You are expressly notified that the results of the calculations are based on general equations. The results may vary under real conditions. In specific cases, the basis of calculation used is not applicable and the result can be inaccurate.

6. PRODUCTS

Purchase of goods and services is subject to the terms and conditions as agreed explicitly by Lindab. The details and data provided in the Tools and any result of any use is not intended to guarantee any particular product properties or suitability for particular purposes of use. Lindab disclaims any and all, express or implied, warranties or representations with regard to Products selected or associated with the Tools unless otherwise explicitly agreed between Lindab and you.

7. SUPPORT SERVICES

Lindab shall not provide any support services related to the Tools or the processing and storage of data, unless such support services are explicitly agreed between Lindab and you.

8. STORAGE OF DATA

Lindab will process and store information and data as created and provided by use of the Tools. You expressly agree that any processing of data including storage and use of the server of Lindab or any of its suppliers are at your sole risk.

9. TERMINATION

This Agreement becomes effective on the date you accept this Agreement and will continue until terminated as provided for in this Agreement.

You may terminate this Agreement at any time by discontinue the use of the Tools. Without prejudice to any other rights, this Agreement, licence and other services included hereunder shall terminate immediately and automatically, if you fail to comply with the terms and conditions of this Agreement.

Lindab may terminate this Agreement for its convenience at any time without liability to you. Subject to Section 4, Lindab may discontinue any licence and other services included hereunder for any reason at any time without liability to you.

Upon any termination of this Agreement, you must discontinue the use of the Tools.

10. DISCLAIMER

NEITHER LINDAB OR ITS SUPPLIERS WARRANT THAT THE TOOLS AND ANY SERVICES INCLUDING BUT NOT LIMITED TO THE PROCESSING AND STORAGE OF DATA AND PROVISION OF SERVER WILL BE INTERRUPTED OR ERROR FREE. LINDAB AND ITS SUPPLIERS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF FUNCTIONALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONTENT, RELIABILITY, ANY RESULT OF YOUR USE INCLUDING DRAWINGS AND OTHER TECHNICAL DATA RESULTING FROM YOUR USE OF THE TOOLS AND ANY DATA ENTERED INTO THE TOOLS, CORRECTNESS, PERFORMANCE AND NONINFRINGEMENT, WITH REGARD TO THE TOOLS AND ANY SERVICES SUCH AS THE PROCESSING AND STORAGE OF DATA AND MANAGEMENT OF SERVER.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LINDAB OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS OR PROFIT, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA, DAMAGE TO PROPERTY OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE TOOLS OR ANY SERVICES SUCH AS THE PROCESSING AND STORAGE OF DATA AND MANAGEMENT OF SERVER.

THE LIMITATIONS OF LIABILITY IN THIS SECTION 10 SHALL APPLY REGARDLESS OF THE THEORY OF LIABILITY WHETHER DERIVED FROM CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), LAW OR OTHERWISE.

11. LAW AND DISPUTES

This Agreement shall be governed by the laws of Sweden without reference to its conflict of laws provisions and any disputes shall, in Lindab's discretion, be settled by the court of the domicile of Lindab AB or 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 Helsingborg, Sweden.
