

## **SYMBIOCITY - SUSTAINABILITY BY SWEDEN**

A SWEDISH TRADE DELEGATION TO NAMIBIA AND SOUTH AFRICA  
8-10 September 2009

On 1 July Sweden assumes the Presidency of the European Union. In mid-September the EU-South Africa Summit will take place in South Africa and the Swedish Prime Minister, Mr. Fredrik Reinfeldt will be in South Africa to participate in the Summit.

In conjunction with his visit, the Embassy of Sweden in Pretoria together with the Swedish Trade Council in Botswana, Namibia and South Africa invite you to participate in an official Swedish trade delegation to Namibia and South Africa, 8-10 September 2009.

The purpose of this trade delegation is to increase trade and strengthen business by identifying new projects, investment opportunities and business partners. The delegation will give the Swedish companies the opportunity to meet with key decision makers from Botswana, Namibia and South Africa, as well as provide a platform to market their products and services. The week will also offer various networking events.

### **SymbioCity – Sustainability by Sweden**

As part of the trade delegation, the Embassy of Sweden and the Swedish Trade Council will host two SymbioCity events focusing on climate change and sustainable solutions from Sweden: one in Namibia on 8 September and one in South Africa on 10 September.

Climate change is one of the most critical global challenges of our time and an important theme during the Swedish EU-Presidency. A major problem for Africa is the lack of knowledge and technological solutions around the areas of environmental care and design, energy transformation, sustainable ICT infrastructure and environmentally friendly transport solutions.

The six areas of focus and discussion during the two days will be sustainability within:

- COMMUNICATION
- TRANSPORT
- ENERGY
- DESIGN
- SAFETY AND SECURITY
- WATER

Key stakeholders from Botswana, Namibia and South Africa will participate in SymbioCity seminars. The programme for the delegation will include presentations from the Departments of Trade and Industry and Environmental Affairs, a presentation on the South African and SADC economies amongst many others. There will also be dinners and receptions for networking opportunities. A detailed schedule will follow.

The deadline for registration is 15 August 2009.

We look forward to your participation!

Best regards,

**Swedish Trade Council**

**The Swedish Embassy in Pretoria, South Africa**

## SYMBIOCITY - SUSTAINABILITY BY SWEDEN

**Time:** 8-10 September 2009, Namibia and South Africa

**Place:** Namibia and South Africa

**SEND YOUR REGISTRATION BEFORE 15 AUGUST 2009**

### I/WE WILL ATTEND:

**This registration will be considered binding once received by the STC**

- I/we register to participate in the Swedish Trade Delegation to Namibia and South Africa, 8-10 September, 2009. The participation fee is 15 000 SEK and 10 000 SEK for any additional participants.

We will try to meet your requests when finalising the programme and will therefore appreciate your input.

**Company name:** \_\_\_\_\_

**Number of people participating:** \_\_\_\_\_

**Key contact person:** \_\_\_\_\_

**Contact number:** \_\_\_\_\_

**E-mail address:** \_\_\_\_\_

**Areas of interest** (please put an X next to the ones you are interested in):

- |  |  |
|--|--|
| <input type="checkbox"/> Sustainable design    | <input type="checkbox"/> Sustainable communication |
| <input type="checkbox"/> Sustainable transport | <input type="checkbox"/> Sustainable energy        |
| <input type="checkbox"/> Safety & Security     | <input type="checkbox"/> Water                     |

**Please fax the registration form to: +27 11 513 0388**

- I would like you to assist in booking individual meetings on Friday 11 September. Please contact me.
- I am interested in becoming a sponsor for this event  
(For more information call Mpumi Mabuza Tel +27 (0)11-300 5606, or send an e-mail:  
mpumi.mabuza@swedishtrade.se)

If you have any questions regarding this event, please do not hesitate to contact:

Rupa Bagoon or Maria Thorell on Tel: +27 11 300 5600 or e-mail us: [rupa.bagoon@swedishtrade.se](mailto:rupa.bagoon@swedishtrade.se)  
[maria.thorell@swedishtrade.se](mailto:maria.thorell@swedishtrade.se)

## GENERAL CONDITIONS FOR ASSIGNMENT, SEPTEMBER 29, 2006

### 1. Applicability of Terms

The following General Conditions of Assignments ("Terms") are applicable to all assignments that the Swedish Trade Council, including any of its foreign branch offices and owned privately held companies (jointly hereinafter referred to as "STC"), undertake on behalf of a client. These Terms may not be modified in any respect by any verbal statement, representation, or agreement made by any employee, officer, or representative of STC, or by any written document unless it is signed by a duly authorized officer of STC and the client.

### 2. Contracts for Assignments

Assignment shall be in writing and be based on a written proposal by STC to the client (the "Proposal"). Such Proposal must be signed and dated by a duly authorized representative of STC and shall be valid for one (1) calendar month, unless otherwise specifically stated in writing in the Proposal. A contract shall be established and become binding upon STC and a client upon acceptance of such Proposal, evidenced by execution by a duly authorized officer of client and, if required by the terms of a specific Contract, the receipt by STC of payment from client of any required up-front fee ("Contract").

### 3. STC Project Teams

In the event a Contract by its terms assigns a STC project team for the fulfillment of any part or all of a Contract, STC expressly reserves the right to in its discretion at any time exchange a STC project team member. STC shall provide notice to a client of such change in a timely fashion taking into account the specific circumstances at the time and will make a reasonable effort to inform a client of any such anticipated change in advance.

To accomplish an assignment goal, STC may from time to time in its discretion engage external professional service providers, in which case STC agrees to inform the client of the identity of such external professional service provider(s) and the part of an agreed assignment under a Contract such external professional service provider is being utilized.

### 4. Referrals

It is understood that STC may from time to time outside the scope of a Contract assignment refer a client to other professional service providers. Although STC makes every effort to refer clients only to external professional service providers known to perform quality services and in a professional manner, STC does not under any circumstances warrant or guarantee to a client the outcome or quality of such service provider's engagement. Such referral shall be made by STC as a courtesy and deemed as information provided for the benefit of the client only. The engagement of and all fees related to services rendered by such professional service provider shall be the client's sole responsibility.

### 5. Fees

Fees for assignments carried out by STC pursuant to a binding Contract shall be stated in SEK and shall be exclusive of VAT, out-of-pocket expenses or local public charges or taxes. Any local public charges, taxes or other out-of-pocket expenses necessary for the fulfillment of an assignment shall be the responsibility of the client.

### 6. Terms of Payment

Invoices for assignments shall be paid by client in full no later than twenty (20) days from the date of invoice. Unless otherwise specifically agreed in writing between STC and a client, invoicing and payment shall be in SEK.

In the event STC has incurred out-of-pocket expenses on behalf of a client in local currency, such expenses shall be charged to the client pursuant to the SEK currency exchange rate at the date of invoice. If the currency exchange rate has changed by more than 5% between the date of invoice and payment, STC reserves the right to adjust its charge to a client accordingly.

In the event of late payment penalty interest shall be due and payable to STC at the current Swedish reference rate ("*referensränta*") plus eight (8) percentage points. Any costs for collection or other measures to obtain payment are for the client account, including attorneys' fees.

STC reserves the right to at any time client is more than thirty (30) days past due in payment of an outstanding invoice, in addition to remedies provided elsewhere herein or in the Contract, temporarily suspend providing services under the Contract and until such time client has submitted payment in full, unless otherwise agreed in writing between the STC and the client.

## 7. Term and Early Termination of Contract

The term of an assignment shall be specified in the Contract.

STC is entitled to terminate a Contract with immediate effect if the client (i) is in breach of any of the material terms or conditions of the Contract and shall fail to cure such default within thirty (30) days after receipt of notice in writing from STC of the default complained of, giving reasonable particulars of such default and the intention of STC to terminate the Contract pursuant to this paragraph unless such default is cured; (ii) jeopardizes the purpose or carrying out of the assignment; (iii) is judicially declared bankrupt or insolvent by a court in the jurisdiction in which its principal office is located, makes an assignment for the benefit of, or enters into a compromise with its creditors, institutes bankruptcy or insolvency proceedings of any kind or proceedings for winding up its affairs or for the appointment of a receiver or similar official with respect to its assets, becomes a party to a dissolution proceeding; (iv) supplies incorrect or misleading information to STC; or (v) engages in activities that are illegal, fraudulent, or against public policy in Sweden or in any other country where services are to be delivered by STC pursuant to a Contract.

The client is entitled to terminate a Contract in progress at any time by providing thirty (30) days prior written notice to STC, unless otherwise agreed in writing between STC and the client, and by paying a cancellation fee equal to 25% of the agreed upon fee for the uncompleted portion of the Contract.

Termination of a Contract under the above paragraphs shall not affect the client's obligation to pay for services performed by STC up to the effective date of termination or expenses reasonably incurred by STC for which STC is entitled to reimbursement.

## 8. Obligations of the Parties

Client shall provide STC with accurate and sufficient information and resources necessary for STC to perform the duties called for by the Contract. Client shall dedicate at least one staff person to assist STC's personnel in coordinating STC's efforts under the Contract and as more specifically described in the specific Contract. Such client staff person(s) shall be available throughout the term of the Contract and shall act as a central contact and liaison between STC's and client.

STC shall perform the duties of the Contract in a professional and workmanlike manner and in compliance with applicable local laws, rules and regulations.

**THE FOREGOING OBLIGATIONS AND WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL WARRANTIES OF QUALITY OF PERFORMANCE, SPECIFIC OUTCOME OF ASSIGNMENTS, WRITTEN, ORAL OR IMPLIED. ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, PERFORMANCE AND FITNESS OF SERVICES RENDERED FOR PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.**

## 9. Limitation of Remedies and Liability

STC's liability on a claim, whether in contract, negligence, tort, strict liability or otherwise, arising in whole or in part out of the Contract shall in no case exceed the lesser of the fees paid by the client to STC under the Contract or the fees paid to STC for the portion of Contract which give rise to the claim. These remedies shall be client's sole and exclusive remedy and in lieu of all other remedies available at law or in equity for any act performed, or allegedly not performed, in connection with the Contract, or for any breach of the Contract, whether brought under a theory of tort liability, contract liability or any other theory.

STC's liability with respect to the quality and conformity of services supplied to client shall be limited to the provision of the warranties set forth above. **IN NO EVENT SHALL STC BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FOR BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY OR OTHER THEORIES OF LAW.** Without limiting the generality of the foregoing, STC shall under no circumstances have responsibility to compensate client for losses or costs to client stemming from inaccuracies or omissions in information provided by client to STC in connection with the performance of the contracted assignment.

## 10. Defense and Indemnification

Client shall indemnify, and at its sole expense, defend and hold STC and its employees or representatives harmless from and against any and all claims or suits by a third party against STC or any of its employees or representatives, or any liabilities or judgments based thereon (including, without limitation, attorneys' fees and other costs incurred in defending any action), arising from STC's performance under the terms of a Contract with client, including as a result of services provided by a STC employee, representative, independent contractor or professional service provider engaged by STC.

## 11. Hiring of STC Personnel

STC's personnel are trained and their expertise maintained at considerable cost to STC. STC accordingly requests that client not solicit STC's personnel for work directly for the client. In any event, client agrees that, without the prior written consent of STC, client shall not solicit or hire any current or former employee of STC,

who has been engaged, or worked, directly or indirectly with the client as part of a Contract, until the expiration of six (6) months following the termination of the Contract (the "Minimum Period"). Client furthermore agrees to give STC not less than thirty (30) days prior written notice that client intends to hire any current or former STC personnel after the Minimum Period.

## 12. Force Majeure

STC shall be excused from performance of any of the duties of an Contract for any period and to the extent that STC is prevented from performing any services, in the whole or in part, as a result of delays caused by the client, and act of God, war, civil disturbance, court order, labor dispute, third party nonperformance, or other cause beyond STC's reasonable control or which STC could not reasonably anticipate and which unreasonably adds to the cost of carrying out the assignment. STC shall as soon as possible after the event constituting force majeure is considered to exist inform the client in an appropriate manner. Should the assignment be postponed for six (6) months or more the Contract shall be cancelled, unless otherwise agreed by the client and STC in writing. Should the assignment thus be cancelled, STC is entitled to payment for accrued costs on behalf of the client up until the date of cancellation.

## 13. Disputes

Contracts shall be governed by and construed in accordance with the laws of the Kingdom of Sweden. Disputes concerning the interpretation or application of contracted assignments and legal matters connected therewith shall be finally settled by arbitration in Stockholm, Sweden, in accordance with the rules of the Arbitration Institute of the Stockholm Chamber of Commerce. If in the case of dispute the value of what is claimed clearly does not exceed ten times the current base amount (under the Swedish National Insurance Act) at the time of instituting the arbitration proceedings, the dispute shall finally be settled by arbitration in accordance with the Rules of the Arbitration Institute on simplified proceedings.

## 14. Waiver

The failure of either STC or Client to enforce at any time any provision of these Terms or a Contract or to exercise any option which is therein provided or to require or to fail to require at any time performance by the other party of any provision thereof shall in no way affect the validity of these Terms or the Contract or any part thereof or the right of such forbearing party thereafter to enforce its rights thereunder, nor shall it be taken to constitute a waiver of the default of any other or subsequent default or breach by the other party.

## 15. Invalid or Unenforceable Provisions

If any provision of these Terms or a Contract, or the application thereof to any person or circumstance should, for any reason and to any extent, be invalid or unenforceable, the remainder of these Terms and Contract and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law in the jurisdiction where applied.

## 16. Amendment

A Contract may only be amended if in writing and signed by a duly authorized representative of the STC and client, respectively.

## 17. Independent Contractors

Neither these Terms or a Contract shall constitute STC an agent of client or client an agent of STC for any purpose whatsoever and neither STC or client shall have the authority to assume or to incur any obligations or responsibility, express or implied, for or on behalf of or in the name of the other, nor to bind the other in any other matter or form than specifically stated in a Contract.

## 18. Prior Agreements

A Contract between the STC and a client shall constitute the final agreement between such parties as pertains to the subject matter of such Contract and shall supersede any and all prior agreements and understandings, whether oral or written between STC and client.

## 19. Miscellaneous

In the event of any conflict or inconsistency between the English and Swedish versions of these Terms, the terms of the English version shall prevail.