



Gjuterigatan 9 (main entrance)
SE-553 18 JÖNKÖPING, Sweden
Tel: +46 (0)36 44 04 600
www.convergo.se

Framework Agreement for BIM Implementation **BFS**

BFS – The Swedish Catering Equipment Manufacturers and Distributors Association have in this framework agreement engaged **Convergo AB reg.nr. 559026-9501**, a Swedish company specialized in BIM-objects, BIM-strategy and support for issues related to BIM (Building Information Model) to support the members of BFS in their ambitions to support projects that are planned in the highest levels of BIM (level 3). This special agreement has been negotiated between the parties. The ambition with this framework agreement is to give BFS-members discounts and key-services as follows:

Discounts between 2018-05-17 and 2019-05-31

- | | |
|--|------------------|
| A) 5% BFS basic discount on all batches independent of volume | (Basic discount) |
| B) 3% additional discount on batches including volume of +19 products | (Basic +19) |

Additional discounts between 2018-05-17 and 2018-08-31

- | | |
|--|---------------------------|
| C) 5% additional Early Bird discount on all batches independently of volume | (Early Bird discount) |
| D) 2% additional Early Bird discount on all batches including of +19 products | (Early Bird +19 discount) |

Convergo offers the following Key-services to BFS-members

- ✓ Offer highest quality BIM-objects that corresponds to international standards: NBS, COBie and IFC.
- ✓ Delivering all BIM-object for the customer's free disposal to market to get the best possible ROI.
- ✓ Market (Press Release/Social Media) to several hundreds of architects/consultants and other European stakeholders whenever a batch has been created and available for download.
- ✓ Uphold and support all created BIM-objects by Convergo through our *CSA that safeguards top quality and correct information of all BIM-objects over time.
- ✓ Give free consultation advice and support for BFS-members in creating the best ROI for their products and markets entering a suitable BIM-strategy.

Duration

This Framework agreement replaces the current Framework agreement signed on **March 14th, 2017** and will be valid until **May 31st, 2019**.

Signed parties


Carl-Johan Lundberg
CEO Convergo AB
2018-05-17


Ulrika Flodberg
Director BFS
The Swedish Catering Equipment
Manufacturers and Distributors Association
2018-05-17



***Convergo Support Agreement (CSA)**

***CSA (Convergo Support Agreement)**

Convergo offers all customers an ongoing support agreement and product updates through a CSA. The CSA guarantees that developed objects by Convergo always are up to date in accordance with given standards, techniques and corresponds correctly with the actual product. It is strongly recommended by Convergo that the customer indulges into a CSA for their BIM-objects. Convergo's long experience of developing BIM-objects has proven that un-updated BIM-objects quickly deteriorate and create uncertainty for the users. The CSA is an ongoing agreement connected to a BIM-object that is initiated the following month after initial delivery. The CSA is billed monthly unless anything else is agreed in writing.

***CSA Obligations**

A CSA obliges Convergo to every 6th month do an overhaul of the customer's objects that is under a CSA. A CSA covers minor updates for the product such as material, colours, and add-ons, also information connected to the meta-tag in accordance to the customers need. Furthermore, Convergo does an overhaul that the object follows the standards that the object initially was intended to follow for example; NBS, COBie and IFC. The customer is obliged in written form to inform Convergo no later than the agreed deadline what changes in product information that the customer wants to alter in their objects covered in the CSA. Convergo will update and return all covered objects no later than the deadline agreed upon in the CSA. Delivery of the BIM-objects will be done in the most convenient way by choice of Convergo.

***CSA Termination**

Customer shall in written form cancel the CSA-service before initial billing has been commenced otherwise it is regarded as an ongoing agreement. An ongoing CSA-service can only be cancelled with a six (6) month notice that must be in written form, and the notice-date is set to the date it arrives at Convergo. A notice-form can be requisitioned from Convergo if needed.



About Convergo

Convergo is a young and growing company with specialist knowledge of BIM-objects. We have a strong knowledge of how to develop and structure a successful BIM-strategy. We create virtual libraries of products that is demanded in various construction and renovation projects. We have wide experience of BIM-formats such as Revit, ArchiCAD, SketchUp and know how to deal with different types of objects based on ease of use and requirements. Where we among other things considering for example, LOD (Level of Detail) or MEP-requirements when necessary.

Convergo has the following key words; "**Relationship – Service – Value**"

Creates - close partnerships by being trustworthy, honest and responsive. We build long-term partnerships with friendly tone, straightforward communication and humbleness.

Provides - user-friendly and personalized service with high availability and flexibility. Partners facing our knowledge, understanding and the privilege to be consulted for the correct action at the right time.

Delivers - global and market leading products with an added value of being one-step-ahead. With leading quality and targeted marketing, we strive for the highest possible ROI for our partners. A collaboration with Convergo should exclusively be convenient, safe and profitable.

Convergo BIM-objects have been quality assessed internationally in various industries and countries including UK, USA, Canada, Germany and the Nordics with successful results. Which leads us to commit that we are an international market leader in BIM-object quality. Convergo has a close cooperation with different actors within the contractor's part. This collaboration ensures that our objects fulfil the highest requirements of BIM-standards such as NBS, COBie and IFC but also that they are perceived as convenient and user-friendly by the user. Since our BIM-objects fulfil both the requirements and ease of use ensures that our objects are the first choice for many BIM-processes.

Convergo are not tied to a specific channel/platform, instead we are adding efforts that all BIM-objects can be used in a flexible and efficient way so that each producer's BIM-strategy can be developed in the most optimal way. Different markets and industries have different requirements and conditions. Since Convergo objects and services are so flexible, we help partners to develop the best and most optimized strategy for their products. Convergo gives partners full disposal over their BIM-objects so they can be used in the most optimal way and thereby increase ROI (Return on Investment).

Convergo look at long-term partnerships and working hard for partners' unique needs and striving for a healthy and sustainable ROI. Partners add value in that we understand production and able to read various file formats (DWG, STEP, DXF, etc.) while we as well have good knowledge of how architects and others in the construction process requests data in the most optimal way.

Convergo offers a support agreement, Convergo Support Agreement (CSA). CSA means that we manage and update the BIM-objects frequently. This gives partners an additional security of knowing that objects always live up to the latest requirements and that they include all current and relevant information about the product it represent.

Convergo also distributes the news when a partner has custom BIM-files available to thousands of architects and engineers involved in BIM-processes. An extra boost of partners BIM-investment.

With **Convergo**, partners have a clear and ambitious BIM-strategy that stands well for both regional and international purpose. Many partners have experienced the power of marketing when having objects that are user-friendly in several markets. By providing Revit and ArchiCAD files, partners will reach up to 75% of the current market of users within 3D-planned projects. A well-structured and international designed BIM-object can lead to business at a large international market arena.

Keep it Smart | Keep it BIM

Simply Smart | Simply Convergo



Delivery terms for Convergo

With hereby mentioned changes and amendments and where otherwise other exceptions are made in written form the parties are following "ABK 09 – General agreement for Architects and Engineering services" when it comes to performing services and work on behalf of Convergo AB, a Swedish tax registered company. Convergo presumes the procurer is aware and has the terms of ABK 09 available. A copy of ABK 09 can be provided upon request from Convergo AB.

§1 Quality Guaranteed

Convergo providing market leading BIM-objects quality. Convergo therefore offers a generous and unique quality guarantee of both the model and the Meta-tag. Any findings of errors or mistakes in the BIM-object should be emphasized by the purchaser or its partners within ninety (90) days from delivery date. Convergo then ensure free update of the BIM-object and return within five (5) working days.

§6 Time & Schedule

If delays occur a penalty of 1 % is to be paid for every initiated workweek after due date. The total penalty is maximized to no more than 15% of agreed total sum of initiating quote. Penalty is only paid if the cause for the delay initiated or under the control of Convergo and an agreed time schedule has been agreed upon in writing in beforehand.

§6 Responsibility

6.1 Regarding carelessness procedures, initiated by any of the parties should be trailed per Swedish law and in Swedish court, with starting point in Jönköping, Sweden.

6.2 Convergo liability is limited to 120 Swedish base amounts (basbelopp), with the maximal liability not surpassing the total amount that has been invoiced in connection to the damage.

Convergo liability caused by faults in amount, estimation and notes in connection to the project is limited to 2% of the amount invoiced up to maximum 2 Swedish base amounts.

§9 Compensation

In long-term agreements Convergo has the right to adjust prices and tariffs on the 1st of January each year in accordance to normal general cost changes in salaries and other general costs. Prioritized deliveries that requires duty outside ordinary work hours are charged with additional fee of 50% for over time category 1 and 100% for overtime category 2.

9.4 Re-imbursements for verified expenses are having an add-on fee of 15% for administration costs.

§10 Payment

Invoicing is performed once a month, either by end of month or just after the project is produced and delivered. Payment conditions is 30 days' net unless something else is agreed upon in written agreement. Late payment is charged with 2% of the net value of the invoice for every initiated month that has been initiated after due date.

§12 Cancellation of contract

All ongoing collaboration contracts have a 45 days' notice time, unless something else is agreed upon in a separate written agreement.

§14 Miscellaneous

During ongoing projects and when the client requires Convergo co-worker to upgrade or participate in education and training, then the client covers the cost for fees and related costs for participation and Convergo abstains from invoicing the cost for this training or education. Convergo reserves its right to refuse to participate in training and education if the client expects not to be charged or invoiced for its attendance.

The client is obliged not to recruit any co-worker engaged or subsidiary co-worker from Convergo during the ongoing collaboration and for a period of 12 months after the collaboration has ended. In cases when the client does recruit a co-worker within the above-mentioned period the client or its subsidiary is obliged to pay 6-month salaries (net) for the co-worker, with minimum starting sum of 32 000 euro.

Convergo AB

May 2016