

DOMETIC EUROPEAN WORKS COUNCIL FOR INFORMATION AND CONSULTATION

The management and employees of the Dometic Group ("the Group") share common objectives in the business success of the Group. In this regard the parties recognise the value of exchanging information and views and dialogue concerning transnational matters, which significantly affect employees' interest. Therefore Group Management and a Special Negotiating Body (SNB) of Dometic Employee Representatives have decided to establish a Dometic European Works Council of Information and Consultation ("The Council"), consisting of employee representatives of the Group in accordance with the Swedish European Works Council Act (SFS 1996:359) ("the Act") and Article 6 of the Council Directive 94/95/EC of September 1994 on the establishment of a European Works Council or a procedure in Community-scale undertakings and Community-scale groups of undertakings for the purpose of informing and consulting employees ("the Directive").

I. OBJECTIVE

The objective of this agreement is to provide a framework, appropriate to the Group's situation and operations for the exchange of information and views and dialogue between management and employee representatives on European transnational matters significantly affecting Dometic employees' interests.

II. SCOPE

- A. This agreement covers all the Group's undertakings in the European Union, ("EU") and the European Economic Area ("EEA") in which the Group has directly or indirectly, a majority interest conveying to him or her management control. Undertakings entering or leaving the Group's EU and EEA undertakings shall automatically be included or excluded, as the case may be, in this agreement and this shall not affect its validity.
- B. The Council is supplementary to the existing employee representation systems and other information and consultation practices between management and employees at national or local level. These existing arrangements are not subject to this agreement.
- C. Also, the parties to this agreement recognise that the exchange of information and views in the Council is in addition to and has to respect the relevant obligations imposed by national laws and collective agreements. Local or national matters including but not limited to compensation, benefits, terms and conditions of employment, health and safety and the rights and obligations of management and trade unions are not the subject of this agreement and will be dealt with by local management and employee representatives according to local law and practice.
- D. The Council will provide an appropriate medium for information, exchange of views and dialogue on the European activities of the Group's economic and financial position, business development and its likely impact on employment, and other transnational issues significantly affecting employees economic and social interest, as mutually agreed between the parties. The Council shall in no way limit the right and prerogatives of Management to take decisions, nor the national rights of employee representatives to be informed and consulted.

III. PARTICIPANTS

A. The Council shall consist of representatives of the Group's employees ("Employee Representatives"). Appropriate experts may be included at the request of either party.

B. CHOICE OF PARTICIPANTS

A. Each country shall be represented by at least one Dometic Employee Representative or a substitute. Some countries will be represented by additional Employee Representatives, as mutually agreed, guided by the number of Group employees in each of the defined countries and within the frame of the Act.

B. The selection procedure for Employee Representatives or substitutes will be accomplished as provided for by national law or practice.

C. The Employee Representatives or substitutes selected to participate in the Council must be employees of a company within the Group and eligible to be employee representatives or substitutes in their own country.

D. The Council shall from among its members elect a chair person and a vice chair person.

E. The number of Council members shall be adjusted in line with any changes in the number of employees in any country within EU or EEA. The Select Committee together with the Management shall examine the need for such an adjustment.

The total number of Employee Representatives shall not exceed 30.

F. The Group shall provide the Council with reasonable economic, technical and administrative sources necessary to fulfil its tasks. The Council shall have the right to communicate whenever necessary, using the technical equipment (telephone, fax, e-mail, intranet etc) available at the respective workplace.

IV. GENERAL MEETINGS

A. An ordinary meeting of the Council shall be held once a each year for the exchange of information and views. The meetings will be co-chaired by a Group Representative selected by Group Management and an Employee Representative selected by the Select Committee. The agenda and all other practical details shall be mutually agreed between the co-chairs. Substitutes shall only participate in case of missing Employee Representatives.

B. Issues that shall be dealt with at the general meeting are:

- the structure of the company
- economic and financial situation
- probable development of the business and production and sales
- the situation and probable trends of employment
- investments
- substantial changes concerning work organisation
- the introduction of new working methods and production process
- transfer of production
- mergers
- cut-backs or closures of undertakings, establishments or important parts thereof
- collective redundancies

- C. Before each meeting with the Council Group Management shall, to the Council, at least 30 days before a meeting present a written agenda on the issues that shall be discussed at the meeting translated into the relevant languages.
- D. The Employee Representatives may meet in a half-day preparatory meeting preceding the general meeting, and in a half-day debriefing meeting thereafter.
- E. All meetings (the general meetings, extra meetings, the Council meetings and the meetings with the Select Committee) shall be held in English, with simultaneous interpretation into other mutually agreed upon languages where appropriate.

V. EXTRA MEETINGS

- A. Should exceptional circumstances of transnational character occur which have significant business and social implications, especially concerning the structure of the Group, transfers of production, mergers, cut-backs, closures and collective redundancies Group Management shall, without delay, inform the Select Committee. Upon the request of the Select Committee an extra meeting of the Council shall then be held. At such extra meeting only representatives of those entities/countries concerned shall participate. In such cases the Council has the right to a preparatory meeting preceding the extra meeting.
- B. After any general meeting, extra meeting or meeting with the Select Committee the Select Committee and Group Management will issue a joint communication to the European workforce outlining the main items discussed during the meeting, having due regard to the necessity confidentiality as stated below. The communication will be written in English which will be the definitive record of proceedings. However, translation in the different country languages may be required at country level.

VI. EXPERTS

The Council and the Select Committee may be assisted by experts of their choice in so far as this is necessary for it to carry out its tasks.

VII. SELECT COMMITTEE

- A. A Select Committee, comprising of three members from different countries, elected from among the members of Council, will be established. The term of office will be two years. The Council's chairperson shall be a member of the Select Committee.
- B. The Select Committee is responsible on behalf of the employees for the issues arising between the meetings of the Council. It shall draw up a draft agenda and prepare minutes for the internal meetings of the Council. These minutes shall be translated and distributed as set out in paragraph 5 B.
- C. When there is, between the general meetings of the Council, a special need for dialogue on transnational issues of major importance, significantly affecting the employees, the Select Committee will contact Group Management, or vice versa, for consultation. This consultation shall take place as soon as possible when such issues arise, in order not to impede or delay their resolution. After consultation, final decision shall remain with Group Management.

- D. The agenda and all other practical details for meetings between Group Management and the Select Committee shall be mutually agreed between the parties. Where appropriate teleconferences can be used.
- E. The Select Committee has the right to meet internally in conjunction with the general meetings and extra meetings.

VIII. CONFIDENTIALITY

All persons who may, as mutually agreed, participate at the meetings of the Council or of the Select Committee are under the duty to maintain strictly confidential information disclosed as being confidential. This duty extends indefinitely beyond the date of expiry of this agreement and will survive even if this agreement should be declared null and void by a court of law.

Treatment of confidential information is further described in the Act, §38

IX. COSTS

The Group shall bear the reasonable costs of the agreed activities of participants in relation with the Council and meetings with the Select Committee.

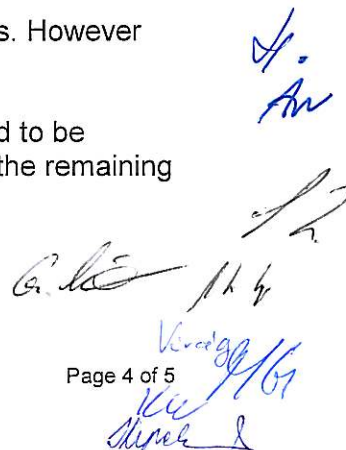
Employee representatives of the Council shall be permitted time away from their normal responsibilities without loss of pay according to normal local arrangements to attend Council meetings and meetings referred to in clause V. above.

Cost of experts shall be limited to one expert for the Employee Representatives unless mutually agreed otherwise.

All these costs shall be approved in advance by Group Management.

X. STATUS OF AGREEMENT

- A. This agreement is in conformity with and constitutes an agreement under Article 6 of the Directive and the Act.
- B. This agreement will last for four years from date of signature and shall at its term be automatically renewed for the same period, unless terminated by either party by giving three months written notice.
- C. This agreement may be amended at any time by mutual agreement of the parties in writing.
- D. This agreement will be translated into national language of local operations. However the English version will be authoritative.
- E. This agreement is formed subject to law. Any provision subsequently found to be inconsistent with the law shall be rendered null and void without effect on the remaining provisions of the agreement.



Handwritten signatures and initials in blue ink, including a signature that appears to be 'A. An' and another that appears to be 'A. An' with a large flourish.

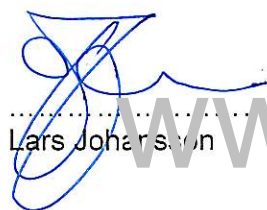
XI. APPLICABLE LAW AND DISPUTE RESOLUTION

This agreement shall be governed by and interpreted in accordance with Swedish law.

Any dispute, controversy or claim arising out of or in connection with this agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the rules of the Swedish Arbitration Act of 1999 (lag 1999:116 om skiljeförfarande). If a case is pursued under the law, any costs that are necessary for the three arbiters (one nominated by the employer, one nominated by the employees and an independent chairperson) will be met by the Group, provided that the claim is not deemed frivolous, vexatious and wholly unreasonable.

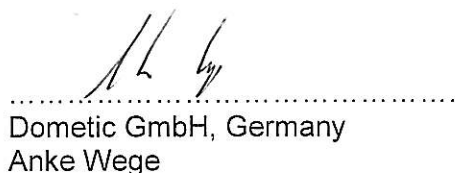
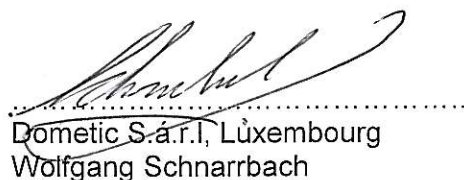
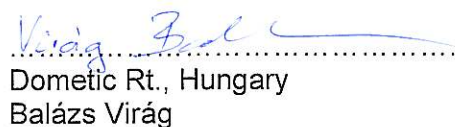
Date 2006, 9th of March

Dometic International AB
for the Dometic Group


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Lars Johansson
.....
Ake Nale

For and on behalf of Swedish Trade Unions/other European Trade Unions.

For Dometic Employees


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Dometic AB, Sweden
Magnus Gustafsson
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Dometic AB, Sweden
Kenny Wikström
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Dometic Umformtechnik GmbH, Germany
Gregor Kühn
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