

Agreement on work in a European Works Council (EWC)

The following has been agreed between Getinge AB and representatives for its employees:

Preface

In accordance with the Swedish Code of Statutes 1996:359 issued 9 May 1996 on the establishment of European Works Councils and considering the European activities of the Getinge Group the parties agree to form a European Works Council for information and consultation. The parties are in agreement on the following regulations on rights and obligations for Getinge`s Works Council GE-EWC.

1 § Scope

- (1) The agreement covers all employees within the Getinge Group and includes companies, subsidiaries, branch offices and outlets in.
 - EU states
 - All other states within Europe, covered by the EES agreement, in which Getinge has business operations.
- (2) The Getinge Group companies are those in which Getinge has a controlling interest. The means of exercising the controlling interest are in accordance with the Swedish Code of Statutes 1996:359 9 – 12 §,
- (3) The Getinge Group Management is responsible for providing the Works Council with a fully updated list of the organisational structure of the Group.

2 § Co-operation

- (1) Getinge`s management and the GE-EWC shall work with the intention of promoting understanding and in consideration of mutual rights and obligations.
- (2) Getinge`s management shall ensure that the European Works Council agreement is observed.

3 § Structure

- (1) GE-EWC shall consist of elected representatives from within the company.
- (2) Members of the GE-EWC shall be employees of the company. Management cannot appoint members.

- (3) The procedure for appointing national representatives and their replacements to the Works Council shall be regulated by the individual countries.
- (4) Trade Union Representatives shall be primarily appointed in the countries where Getinge has manufacturing operations. Based on the actual numbers of employees in the different countries, the Council shall consist of 7 (seven) regular members, representing the biggest units. Should significant changes be made to the number of units within the Group or the number of employees in the units, the structure of the GE-EWC shall be altered.
- (5) Getinge`s management shall be notified of the personnel structure of the GE-EWC. Getinge Group`s management representative on GE-EWC matters is the Groups Human Resources Manager.
- (6) The GE EWC shall reside in Getinge, Sweden

4 § Term of office

- (1) The term of office for the GE-EWC is two years.
- (2) Members of the GE-EWC may, in accordance with the regulations for election or appointment to the council, have their council membership withdrawn by the employee representatives who have elected or appointed the Works council. If a member of the council loses his seat through withdrawal or by being served with a notice of termination by the company (or subsidiary), or through the term of office being completed, his place shall be taken by another member from the member state in question.

5 § Information and Consultation

- (1) The Getinge Works Council has the right to information and consultation in all matters concerning the company as a whole or at least two companies in different countries.(see also article 4.) The company shall inform the GE-EWC at its annual meetings of the points mentioned below (subs.2) and illustrate the effect on company strategy. The company and the GE-EWC shall in due course work out a process of the presentation, content and distribution of the written information.
- (2) Information and discussion shall consist mainly of.
 - Getinge`s structure
 - the economic and financial situation
 - future development in the areas of operations, production and sales
 - the employment situation and future development
 - investments and any important changes to the organisation
 - introduction of new working methodes and production changes
 - moving production
 - merging, cutting down or closing down companies or parts of production
 - collective redundancy

- (3) Information from management to the GE-EWC shall be provided in good time before consultation in order to allow the Council to work out opinions on the

issues in question.

- (4) The GE-EWC has the right, subject to a decision by its secretary to call extra meetings of the Works Council if there are changes in the company which affect employees in at least two countries.
- (5) It is possible for the GE-EWC and management to invite experts or representatives for employer, employee, board of directors or stockholders if this is deemed necessary.
- (6) Employees in companies referred in 1§ subs.1, who are not represented in the GE-EWC shall be informed by their Managing Director or a management representative, of the most important aspects of the GE-EWC meeting.

6 § Meetings

- (1) The venue shall be decided by Getinge`s management and the secretary of the GE-EWC. The establishment/formation of the Works Council shall take place at Getinge. The Council`s meetings shall be located at the manufacturing countries represented in the GE-EWC.
- (2) Besides the usual, mutual exchange of information and consultation in the respective companies, the GE-EWC and Group CEO shall have an annual statutory meeting.
- (3) The meetings within the GE-EWC and with Group CEO shall take place, as a rule, over a period of two days, one day for the Council`s internal meeting and one day for meeting Group CEO. The time of the meeting with management shall be decided in each specific case by the secretary of the GE-EWC and Group management.
- (4) The necessary resources for translating speech and written text should be made available at meetings.

7 § Co-operation within the company

- (1) Resolutions are passed in the GE-EWC by consensus.
- (2) The GE-EWC may call in an expert when necessary in order that it may perform its work efficiently.
- (3) The GE-EWC elects a secretary and a deputy. The GE-EWC is entitled to lay down regulations by which its secretary and deputy are elected.
- (4) The GE-EWC shall work with all trade unions within the company.
- (5) The members of the GE-EWC have the right of access to every company within the Getinge Group as named in 1§ subs. 1.

8 § Costs

Getinge shall provide the requisite funds to enable the GE-EWC to carry out its duties in a suitable manner.

9 § Protection for members of the Works Council

Members of the Works Council may not be prevented from carrying out their duties as Council members. They should not be treated unfavourably because of their work in the Council, nor should they have any special benefits. This also applies to career opportunities.

10 § Obligation to observe professional secrecy

- (1) Members and deputy members of the GE-EWC may not pass on classified information to a third party. This applies to information acquired in the capacity of member of the Works Council as well as that the employer has specified as classified and must be observed even after duties in the Work Council are concluded. This obligation applies in the same way to experts who are called in to take part in the Works Council.
- (2) The obligation to observe secrecy does not apply within the GE-EWC nor to employee representatives who are already governed by the rules of secrecy in their own countries. Secrecy does not apply to employee representatives on the Board of Directors.
- (3) Members of the GE-EWC report on the work of the Works Council in their native countries in terms comparable with local practice. They may not pass on classified information.

11 § National Rights

This agreement does not affect any local or appurtenant rights of the employees or their representatives to information and consultation, nor any other right the employees or their representatives may have which is not improved through this agreement.

12 § Disputes

- (1) Disputes should be solved through negotiation between the parties.
- (2) This agreement is subject to Swedish legislation.

13 § Changes to the agreement

In the event of major changes to the structure of the company (or Group of companies) or the number of companies, a comparable adaptation of this agreement shall be negotiated.

14 § Period of validity and notice of termination

- (1) This agreement is valid for two years as from October 10, 2005.
- (2) Changes to the agreement and its appendices during the current agreement period may be enforced by mutual consent of the Works Council and Getinge.
- (3) Notice of termination may be served by either party six months before the end of the period of validity. Discussion and negotiation of appropriate changes may then be opened. If no suitable agreement has been reached within six months from the end of the contract the so-called Blocking Rule according to the Law on European Works Councils shall be applied.
- (4) If no notice of termination is served the agreement shall automatically be prolonged for a further 12 months

Getinge October 10, 2005

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