

Vattenfall
General Purchasing Terms and Conditions
(Version S, as April 2023)

1. Scope, Validity of the Client's Terms and Conditions

This General Purchasing Terms and Conditions shall become part of a contract if and to the extent it has been expressly agreed as such in the purchase order / contract (hereinafter "Agreement") between the Client and a company (hereinafter "Contractor"). which an affiliate of the Vattenfall GmbH within the meaning of the German Stock Corporation Act ("Aktiengesetz"). The provisions of these General Purchasing Terms and Conditions shall apply subordinate to the underlying Agreement. The General Terms and Conditions used by the other party shall not form part of the Agreement, even if the Client does not specifically contradict them. If the Client accepts the delivery/service without explicit objection and settles the invoice, it shall not be inferred from this, under any circumstances, that the Client has accepted the General Terms and Conditions used by the Contractor. On the contrary, they shall only apply if the Client has declared his agreement with them or parts of them explicitly and in writing.

Should individual provisions in these General Purchasing Terms and Conditions have no legal force or be invalid for any reason, the remaining provisions shall not be affected by this. Insofar as necessary, a written agreement between the client and the contractor shall be reached immediately.

2. Prices

The prices stated in the order shall be subject to the applicable statutory value added tax. Unless specifically agreed otherwise, the prices stated in the order are fixed prices. The prices shall include - unless agreed otherwise - free delivery, including packaging, customs and insurance as far as the given shipping address/place of use. Unconditional payment of the Client shall not be deemed to constitute acknowledgement or approval.

3. Accounting

The Client shall effect the agreed payments after occurrence of the respective agreed event and subsequent receipt of invoice within 30 days. The order number and/or the call-off and master order number shall always be indicated on the delivery document and invoice. Invoices that fail to show this information shall be deemed not to have been issued; they shall not lead to the invoice sum becoming due and payable and shall be returned.

4. Confidentiality / Non-disclosure Obligation / Return of Documents

The Contractor shall be obliged – unless otherwise agreed – to treat as confidential without any restriction all information from or in relation to this Agreement, particularly business and trade secrets, he may receive, directly or indirectly, from or concerning the Client, during performance of the Agreement. This shall not apply to information a) which, at the time of receipt, was already publicly known or accessible or that becomes public or accessible through no fault of the recipient after receiving, b) which was verifiable already known to the recipient upon receipt, or c) which was disclosed to him by a third party, not subject to confidentiality obligations. The non-disclosure obligation shall survive termination of the work / Agreement for a period of 3 years. The Contractor shall be responsible for imposing this confidentiality obligation on all employees, consultants, subcontractors, agents and other persons whom the Contractor may have involved. The Contractor is not entitled to make public details of the Agreement without the Client's prior written consent.

All documents made available by the Client shall remain the Client's property.

The documents and data made available to the Contractor by the Client shall either be destroyed or irretrievably deleted by the Contractor after completion of the Agreement, or they shall be returned to the Client at the latter's request. The obligation to destroy, delete or return does not apply to confidential information that is part of an electronic backup system that is not immediately retrievable in the course of day-to-day operations. The destruction or deletion of documents/data shall be confirmed to the Client in writing.

5. Warranty

The statutory periods of limitation apply. Defects for which a notice of defects has been lodged within the warranty period shall become statute-barred at the earliest six months after receipt by the Contractor.

6. Prohibition of Assignment

The Contractor may only assign or transfer any rights and obligations after having obtained the Client's written consent.

7. Compliance with Vattenfall's Code of Conduct for Suppliers and Partners

Unless otherwise stated, the Contractor confirms the Client's Code of Conduct for Suppliers and Partners as amended or adjusted at the time of conclusion of the Agreement ("Code"). The Code is available at www.vattenfall.de.

The Contractor shall not oppose the agreement of updates in the Code in bad faith ("treuwidrig").

The Contractor further agrees that it respects and acts according to the principles of the UN Global Compact on which the Vattenfall Code is based and that it has policies, procedures and programs in place to ensure compliance with the principles from the UN Global Compact and national legislation.

The Client shall be entitled but not obliged to conduct or have conducted an inspection of the Contractor or its affiliates for the sole purpose of determining compliance with the Code and the UN Global Compact principles including processes to ensure monitoring compliance there of as it relates to the performance of this Agreement (the "Purpose"). Any such inspection shall be made during normal business hours and only at the Contractor and its Affiliates (within the meaning of the German Stock Corporation Act) offices or operations that are involved in the performance of this Agreement. For this purpose, the Client is also entitled to visit permitted sites, review management systems and interview employees and managers. The inspections may be conducted by the requesting Party or by a reputable third party auditing firm reasonably acceptable for the Contractor. The Contractor agrees to cooperate to the extent possible and reasonable in order to facilitate the inspection and will use its best endeavours to ensure that its Affiliates do the same.

The Client shall be entitled to terminate the Agreement without notice if the Contractor and/or one of his Affiliates, business sites or operations involved in the performance of this Agreement demonstrably commits a breach of the UN Global Compact Principles. The prerequisite for this is that this breach is so severe that the Client cannot be reasonably expected to continue performing the Agreement until the end of its term. In the event that correction is possible, the Client shall grant the Contractor a reasonable period of time in writing to remedy the breach.

8. Implementation of the German Supply Chain Due Diligence Act (LkSG)

An expression of the Client's actions in accordance with the Code is the Policy statement of Vattenfall GmbH on its human rights strategy according to § 6 para. 2 LkSG (hereinafter "Policy Statement"; www.vattenfall.de/lieferkettensorgfaltspflichtengesetz). The Contractor declares that he will comply with the human rights and environmental values and expectations of the Client as set out in the Policy Statement and the LkSG. He will consider these values and expectations in the selection of its direct suppliers and address them along its supply chain, so that his direct and indirect suppliers have sufficient knowledge of these expectations to enable appropriate consideration and implementation.

The Contractor undertakes to train its employees and - where necessary - its suppliers so that the expectations contained in the Policy statement can be implemented. The Client may provide training materials or advisory staff for this purpose. He is also entitled to carry out training himself. In particular, the Contractor shall inform its employees of the possibility of the complaint procedure - which is accessible via <https://report.whistleb.com/de/vattenfalllksq>, set up by the Client. He shall ensure that an employee who uses the complaint procedure, is not threatened with reprisals because of the complaint.

The Client shall be entitled to carry out random checks at the Contractor and to obtain documents and information in order to verify compliance with the human rights strategy set out in the Policy statement on a risk basis. The Contractor shall - as far as possible - work towards ensuring that the Client may also carry out such checks at the Contractor's suppliers and that the Client is also provided with information directly by these suppliers in response to corresponding inquiries.

In the event that the Client deems it necessary to make adjustments to the Agreement within the scope of the obligations under the LkSG, the Client and the Contractor shall enter into negotiations on this matter. The Contractor shall not oppose such an adjustment request of the Client in breach of trust ("treuwidriges Verhalten"). Both partners shall endeavour to agree on a Agreement adjustment appropriate to the duties of care and the protected interests of the LkSG, in particular in the form of concrete measures for remedying /mitigating violations of or threats to these protected assets.

Cases of § 7 para. 3 LkSG, in which duties or protected legal positions of the LkSG are very seriously violated, entitles the Client to terminate the contract for good cause ("aus wichtigem Grund").

9. Written Form/ Text Form

Side agreements do not exist. Any modifications of and amendments to this Agreement shall be made in writing or at least in text form in order to qualify as evidence.

10. Language of the Agreement / Applicable Law / Place of Jurisdiction

The language of the Agreement is German. German law applies.

If the Contractor's registered office is abroad, this Agreement shall be exclusively governed by German law, barring the conflict of laws provisions and with the exception of the United Nations Convention on Contracts for the international Sale of Goods in the version of 11 April 1980. Customary commercial clauses shall be interpreted according to the relevant Incoterms - ICC, Paris.

For all disputes arising from the contractual relationship, directly or indirectly, Berlin shall be the sole place of jurisdiction. In addition, the Client shall be entitled to take action before the court having jurisdiction at the Client's registered office or at the Contractor's registered office.

11. Adjustments to these General Purchasing Terms and Conditions

The Client shall be entitled to adjust these Terms and Conditions of Purchase. This requires the consent of the Contractor, which he will not refuse in bad faith ("treuwidrig").