

**Vattenfall**  
**General Purchasing Terms and Conditions**  
**(As at February 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 Customer and a company (hereinafter "Contractor"), which is 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 Contract. 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. Where necessary, a written mutual consent between the Client and Contractor shall be effected 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.

The mandatory invoice details and requirements result from the "Vattenfall Standard for Preparation of Invoices"-Annex and must be complied with. Invoices shall be sent to the address stated in the aforementioned annex.

**4. Confidentiality / Non-disclosure obligation / Return of documents**

The Contractor shall be obliged to treat as confidential without any restriction all information from or in relation to this contract, 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 deleted by the Contractor after completion of the Agreement, or they shall be returned to the Client at the latter's request. The destruction or deletion of documents/data shall be confirmed to the Client in writing.

**5. Warranty**

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. Termination**

Contracts for work ("Werkverträge") may be terminated by the Client at any time. If notice is given to terminate, the Contractor shall receive partial remuneration corresponding to the proportion of the service so far rendered, measured as a proportion of the complete service, unless the Contractor shows that savings he has made with regard to the services which will no longer be provided are lower.

However, if the Agreement is terminated for reasons for which the Contractor is at fault, he shall only receive partial remuneration corresponding to the proportion of the service which has so far been rendered and the part of the service which is useful for the Client, measured as a proportion of the complete service. The Contractor shall not have any further entitlement to remuneration in this case. Any further claims by the Client shall not be affected thereby.

**7. Prohibition of assignment**

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

**8. Written 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.

**9. 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.

**10. 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 contract ("Code"). The Code is available at [www.vattenfall.de](http://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 has the right to terminate the Agreement without notice, if the Contractor and/or its Affiliates, offices or operations involved in the performance of this Agreement demonstrably commits a breach of the Code or the UN Global Compact Principles, which is so severe that continuing with the Agreement until the end of its term is reasonably unacceptable, and, in case rectification is possible, if the Contractor and/or its Affiliates do not rectify the non-compliance within a reasonable period within a reasonable period of time following a written notification.