

GENERAL TERMS AND CONDITIONS OF PURCHASE FOR GOODS AND/OR SERVICES IN SWEDEN



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1. Applicability

- 1.1 These General Terms and Conditions of Purchase shall apply to purchases of goods and/or services ordered by Vattenfall AB and its affiliates, hereinafter referred to as "Vattenfall", for its operations in Sweden, unless otherwise expressly agreed in writing between the parties.
- 1.2 These General Terms and Conditions of Purchase take precedence over any conditions or provisions drawn up by the Supplier, unless otherwise agreed in writing.

2. Definitions

Supplier	The Party that provides goods and/or services to Vattenfall under the Contract.
Party or Parties	Vattenfall and the Supplier, individually or jointly.
Order	An electronic document generated as a purchase order and issued by Vattenfall to the Supplier.
Contract	A written Contract and/or an Order from Vattenfall to the Supplier for the purchase of goods and/or services, including other contractual documents sent by Vattenfall or the Supplier, such as specifications or quotations, including these General Terms and Conditions of Purchase.
Subcontractor	A legal or natural person engaged by the Supplier to fulfil its obligations under the Contract.
Delivery	The Supplier's delivery of goods and/or services under the Contract.
Defect	Deviation from what has been agreed regarding the Delivery, for which the Supplier is responsible.
Affiliate:	With respect to a Party any entity which is directly or indirectly: a) controlled by that Party; or b) owning or controlling that Party; or c) under the same ownership or control as that Party.

3. General requirements

- 3.1 The Supplier shall comply with applicable laws, regulations, directives, and decisions of authorities, and fulfil the requirements and specifications of the Contract.
- 3.2 The Supplier is responsible for ensuring that the Delivery is carried out in a professional and workmanlike manner, in adherence with industry practice.
- 3.3 Safety instructions and other documentation necessary for installation, dismantling, commissioning, operation, and maintenance, including routine repairs of the goods, shall be included in the Delivery.
- 3.4 During the contract period, the Supplier shall keep Vattenfall informed of the progress of the Delivery and the results obtained.
- 3.5 The Supplier is responsible for Subcontractors as for its own obligations under the Contract.

4. Delivery Terms

- 4.1 The goods shall be delivered DDP in accordance with INCOTERMS 2020, to the delivery location specified by Vattenfall.

Unless otherwise agreed, the Supplier shall unload the goods at the delivery location.

If no specific packaging standard has been agreed upon, the packaging of the goods shall follow the general industry standard for such goods, and shall be suitable for the type of transport and the conditions at the delivery location.

- 4.2 Services shall be performed and delivered in accordance with the Contract.

5. Delay

- 5.1 Delivery shall be made at the time or within the period specified in the Contract. If no delivery time has been agreed upon, goods and/or services shall be delivered within a reasonable time from the order date.
- 5.2 If the Supplier anticipates that delivery cannot be made within the agreed time, the Supplier shall forthwith notify Vattenfall of the new delivery date and the reason for the delay. Such notification does not release the Supplier from liability for liquidated damages agreed upon.
- 5.3 If the delay in delivery is due to a circumstance constituting force majeure in accordance with Clause 14, or due to an act or omission on the part of Vattenfall, the time for delivery shall be extended by a period which is necessary having regard to all the circumstances of the case.
- 5.4 In the event of delay by the Supplier, Vattenfall is entitled to liquidated damages. If the Parties have not agreed on a specific amount of liquidated damages, liquidated damages shall be payable at a rate of 1% of the contract price attributable to the part of the Delivery that cannot be taken in use due to the delay, for each commenced week of delay. The liquidated damages shall not exceed 10% of the contract price. The liquidated damages can be offset against payment.

6. Price and payment

- 6.1 The contract price for goods and/or services shall constitute the Supplier's full compensation from Vattenfall for the Delivery and (unless otherwise specified in the Contract) is exclusive of value-added tax(VAT).
Invoicing fees, service charges or similar are not accepted.
- 6.2 Invoicing shall be handled according to Vattenfall's invoice requirements: <https://group.vattenfall.com/about-us/suppliers>.
- 6.3 Unless otherwise agreed, payment shall be made against an invoice within 30 days from the date of receipt of the invoice. If the invoice is incorrect or lacks the required information, it shall be credited and replaced with a new invoice that has a new due date.
- 6.4 Unless otherwise agreed, the Supplier shall invoice Vattenfall after completion of the Delivery.
- 6.5 Payment of an invoice shall not be deemed as confirmation or acceptance of the Delivery.

7. Defects and remedial action

- 7.1 The Supplier shall be liable for Defects arising within two (2) years from completion of the Delivery. If a part or the whole Delivery is remedied, a new liability period shall commence for

the affected part from the date the remedy is completed and approved. The total liability period is, however, limited to three (3) years from completion of the Delivery.

- 7.2 The Supplier shall remedy Defects at no cost to Vattenfall within a reasonable period and at a time suitable for Vattenfall.
- 7.3 Vattenfall shall without undue delay notify the Supplier of any Defect which appears. If the Supplier fails to remedy the Defect or does not remedy within a reasonable time, Vattenfall may demand a price reduction corresponding to the extent of the Defect or remedy the Defect at the Supplier's expense.

8. Liability

- 8.1 A Party is liable for any damage it causes to the other Party as a result of its breach of the Contract or negligence.
- 8.2 The Supplier shall indemnify and hold Vattenfall harmless from any liability in relation to third parties for damages caused by the Supplier's breach of the Contract or negligence during the performance of the Contract.
- 8.3 Neither Party shall be liable for indirect damage, such as loss of profit or other consequential damage caused by the other Party. However, this limitation of liability shall not apply if the Party has been guilty of gross negligence or willful misconduct.

9. Confidentiality

- 9.1 The Supplier shall keep in strict confidence all information relating to the Contract and its performance. Confidentiality means that the information shall be treated as confidential and not disclosed to third parties without Vattenfall's prior written consent. This obligation applies throughout the term of the Contract and for a period of two (2) years after completion of the Delivery.
- 9.2 Confidentiality does not apply if:
 - a) the information is or becomes publicly known otherwise than through a breach of this provision by the Supplier; or
 - b) the Supplier obtained the information from a third party who is not or was not prevented from disclosing such information by law, other contract or confidentiality obligation; or
 - c) the Supplier is obliged by law to disclose the information. The Supplier shall notify Vattenfall in writing of such disclosure before it takes place.Supplier must prove that any of the above exceptions to confidentiality applies.

10. Insurance

- 10.1 The Supplier shall maintain general- and products liability insurance throughout the term of the Contract with a policy limit sufficient for the nature and scope of the Delivery, but not less than SEK 10,000,000 per incident and SEK 20,000,000 in the annual aggregate (or equivalent in the agreed currency).
- 10.2 Upon Vattenfall's request, the Supplier shall provide a valid policy certificate.

11. Ownership of and right to use documentation

- 11.1 Intellectual property rights owned by either Party before the formation of the Contract shall remain the property of that Party.
- 11.2 Vattenfall shall have full utilisation rights to documents produced by the Supplier under the Contract for use and operation within Vattenfall's business. Full utilisation rights mean that Vattenfall is entitled to produce and freely utilize copies of the documents for its operation, in both original and modified version, without compensation to the Supplier.
- 11.3 To the avoidance of doubt, Vattenfall is always entitled to hand over the Supplier's technical documentation and other technical information to:
 - a) an authority if required for obtaining permits and approvals, or otherwise requested by an authority;
 - b) other companies within Vattenfall group; and
 - c) third parties for installation, dismantling, commissioning, operation, and maintenance within Vattenfall's operation.

12. Infringement of intellectual property rights

- 12.1 The Supplier warrants that the use of goods and/or services developed, produced, or delivered under the Contract does not infringe any patent or other intellectual property rights of third parties.
- 12.2 The Supplier shall indemnify and hold Vattenfall harmless against all claims from third parties regarding infringement of intellectual property rights.

13. Processing of personal data and data protection

- 13.1 Vattenfall always processes personal data with respect for individuals rights to privacy and in accordance with applicable legislation. The Supplier undertakes to comply with applicable data protection legislations, including but not limited to the General Data Protection Regulation (GDPR), and to take necessary measures to protect personal data processed under the Contract.
- 13.2 If the Supplier or Subcontractor processes personal data on behalf of Vattenfall, a written Data Processing Agreement (DPA) shall be concluded.

14. Force majeure

- 14.1 The following circumstances shall constitute grounds for relief if they impede the performance of the Contract or make performance unreasonably onerous: industrial disputes and any other circumstance beyond the control of the parties, such as fire, natural disasters and extreme natural events, war, mobilisation or military call-up of a comparable scope, requisition, seizure, trade and currency restrictions, insurrection and civil commotion, shortage of transport, general shortage of materials, restrictions in the supply of power and defects or delays in deliveries by Subcontractors caused by any such ground for relief.
- 14.2 The above described circumstances shall constitute grounds for relief only if their effect on the performance of the Contract could not be foreseen at the formation of the Contract.

14.3 Either Party may terminate the Contract by written notice to the other Party, if performance of the Contract is prevented for more than six (6) months by reason of any grounds for relief as described above.

15. Assignment

15.1 Neither Party may assign the Contract or any parts thereof without prior written consent from the other Party.

15.2 However, Vattenfall is entitled to, without the Supplier's consent, assign the Contract in whole or in part, including its rights and obligations, to its Affiliates.

16. Early termination

10.3 Either Party is entitled to terminate the Contract in writing if the other Party:

- a) fails to comply with its obligations under the Contract and not remedy them within a reasonable time after receiving written notice; or
- b) is declared bankrupt, enters into liquidation, becomes insolvent, declares to be in default or have actually defaulted; or
- c) changes its ownership in a manner that materially alters the terms of the Contract; or
- d) wilfully or through gross negligence acts in breach of the Contract and thereby causes damage to the other Party.

A Party's right to terminate the Contract early shall not limit its right to claim damages due to breach of the Contract, whether or not early termination has occurred.

10.4 Vattenfall is entitled to terminate the Contract, or parts thereof, by written notice to the Supplier if the maximum liquidated damages according to Clause 5.4 has been reached.

17. Dispute resolution and governing Law

17.1 Any dispute, controversy or claim arising out of or in connection with the Contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the SCC Arbitration Institute (the "SCC").

For dispute with a value below SEK 1,000,000, the Rules for Expedited Arbitration shall apply.

The seat of arbitration shall be Stockholm.

The language to be used in the arbitral proceedings shall be English.

17.2 The Contract and any disputes arising from it shall be governed by the substantive laws of Sweden.

18. Ethical Clause

18.1 The Supplier confirms that it acknowledges Vattenfall's Code of Conduct for Suppliers and Partners, as amended or adjusted from time to time (the "Code"). The Code valid at the time of the Contract signing for the Supplier is available on the Vattenfall group's website: <https://group.vattenfall.com/about-us/suppliers>.

The Supplier 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 due diligence processes, including

but not limited to policies, procedures and programs in place to ensure compliance with the principles from the UN Global Compact and applicable national legislation.

18.2 Either Party shall be entitled but is not obliged to conduct or have conducted an audit or assessment of the other Party and its Affiliates for the sole purpose of determining compliance with the Code and the UN Global Compact principles including processes to ensure monitoring compliance thereof as it relates to the performance of the Contract (the "Purpose"). Any such audit or assessment shall be made during normal business hours and only at the other party's and its Affiliates offices or operations that are involved in the performance of the Contract. Either Party is thereby for the Purpose, inter alia, entitled to visit permitted sites, review management systems and interview employees and managers. The audit or assessment may be conducted by the requesting Party and/or by a reputable third-party auditing firm reasonably acceptable to the other Party. Each Party agrees to cooperate to the extent possible and reasonable in order to facilitate the audit or assessment and will use its best endeavours to ensure that its Affiliates do the same. The audit or assessment rights do not encompass access to confidential or proprietary information.

18.3 The Supplier shall address any violations of the Code or the UN Global Compact principles that come to its knowledge and take appropriate action. Vattenfall has the right to suspend or terminate the Contract without notice, if the Supplier and/or its Affiliates, offices or operations involved in the performance of the Contract demonstrably commits or has committed a breach of the Code or the UN Global Compact principles, which is so severe that continuing with the Contract until the end of its term is reasonably unacceptable, and, in case rectification is possible, if the Supplier and/or its Affiliate do not rectify the noncompliance within a reasonable period of time following a written notification.