

**Vattenfall N.V. Purchase Conditions****Article 1 Definitions**

Vattenfall :	Vattenfall N.V., part of the Vattenfall group, with its registered office in Amsterdam, the Netherlands, as well as each of its subsidiary companies.
Agreement:	Every multilateral legal transaction between Vattenfall and the Supplier which has been confirmed in writing by Vattenfall and to which the Conditions have been declared to be applicable.
Work:	The goods that are delivered and/or the services that are provided and/or the work that is carried out by the Supplier in accordance with the Agreement.
Supplier:	Every party that enters into an Agreement with Vattenfall, as well as any third parties called upon by the first named party, for the purpose of honoring the Agreement.
Conditions:	The present Vattenfall Purchase Conditions.

**Article 2 Deviation from the conditions**

1. These Conditions can only be deviated from in writing.
2. The Supplier's general conditions, regardless of their title, are not applicable.

**Article 3 Delivery of goods**

1. Delivery will take place at the agreed location in accordance with the ICC Incoterms 2010, Delivery Duty Paid conditions.
2. If the Supplier expects to exceed the delivery time, he will report this immediately to Vattenfall in writing, stating the reason why it is expected that the delivery time will be exceeded.
3. The goods must be suitably packaged, marked in accordance with the instructions issued by Vattenfall and accompanied by all the documentation that is required to be able to use the goods as intended, as well as all the agreed inspection, examination, testing and verification documents.
4. Vattenfall will gain ownership of all the delivered goods at the time of receipt at the location of delivery, unless the goods are to be assembled or installed by the Supplier. In that instance, Vattenfall will gain ownership of the goods at the moment that the goods are in an operational condition.

**Article 4 Prices and payment**

1. The prices are fixed, cover all the costs and exclude VAT and credit restrictions.
2. Payment will take place within sixty (60) days after receipt of the invoice on the condition that the Work has been delivered in full and in good order in accordance with the Agreement.
3. If the Work does not comply with the Agreement, Vattenfall is entitled to suspend payment in full or in part in proportion to the shortcoming.
4. Payment does not diminish any of Vattenfall's rights in any way.

**Article 5 Guarantee**

1. The Supplier guarantees that the Work will be in accordance with the Agreement, that it will be free of shortcomings, that it will meet the strictest requirements with regard to craftsmanship and quality and that it will be suitable for Vattenfall's intended objective.
2. The Supplier guarantees that its way of executing the Agreement and its Work will meet all legal requirements and the customary standards of the sector.
3. All faults and shortcomings in the Work will be rectified free of charge, immediately and in full by the Supplier. If the Supplier does not meet its obligation to rectify faults or shortcomings within a reasonable time after it has been informed of such by Vattenfall or if it concerns an urgent situation, Vattenfall is authorized to have the faults or shortcomings rectified by a third party and the costs of such action are to be met by the Supplier.
4. The Supplier is not permitted to contract out any of its obligations resulting from the Agreement, either in part or in full, without prior written permission to do so from Vattenfall. Vattenfall has the right to place conditions on this permission.

**Article 6 Corporate social responsibility**

The Supplier will observe the principles of the Vattenfall Code of Conduct for Suppliers (hereafter: CoCfs).

**Article 7 Liability and insurances**

1. The Supplier is liable to pay compensation for all the damage (including judicial and extrajudicial costs) that Vattenfall suffers as

a result of or in connection with the execution of the Agreement or as a result of the Work delivered by the Supplier.

2. The Supplier is obliged to sufficiently insure, and to remain insured, against liability as stated in the previous paragraph.
3. Unless it is proven that Vattenfall is at fault, Vattenfall is not liable for any damage that the Supplier may suffer.

**Article 8 Termination**

1. Vattenfall N.V. has the right to terminate the Agreement with immediate effect without legal intervention if the Supplier does not deliver the Work within the time stated in the Agreement or, in the reasonable judgement of Vattenfall, will not be able to deliver the Work within the time stated in the Agreement, as well as if there is any doubt with regard to the Supplier's professional morality or professional integrity as, among other, stated in Vattenfall's CoCfs.
2. Both Vattenfall and the Supplier have the right to terminate the Agreement with immediate effect without legal intervention if the other party submits an application for bankruptcy, is declared bankrupt or requests suspension of payments.
3. This right also applies if one of the contracting parties has taken a decision to dissolve the legal entity or company or is in a situation of force majeure for more than 10 days.

**Article 9 Cancellation**

Vattenfall is entitled to terminate the Agreement with due observance of a notice period as stipulated in the Agreement. If no notice period is included in the Agreement, Vattenfall can terminate the Agreement with due observance of a reasonable notice period, also in view of the duration of the Agreement.

**Article 10 Confidentiality**

1. The Supplier will keep confidential all information that it has obtained, either directly or indirectly, from or concerning Vattenfall and which Vattenfall has indicated as being of a confidential nature or which the Supplier could reasonably consider to be of a confidential nature.
2. The Supplier shall oblige the persons working under him or third parties engaged by him to comply with this confidentiality obligation.
3. The Supplier cannot make any public announcements concerning the agreement without prior written permission to do so from Vattenfall.
4. In the event of violation of the foregoing paragraphs by the Supplier and / or third parties engaged by the Supplier and / or third parties engaged by that Party, Vattenfall has the right to immediately suspend the Agreement, or to dissolve it without judicial intervention and without notice of default.

**Article 11 Intellectual property rights and other property rights**

1. The Supplier guarantees that the use of the Work will not infringe any intellectual property rights or any other rights of third parties.
2. All the intellectual rights and/or industrial property rights that may result within the scope of the Agreement will be the property of Vattenfall.

**Article 12 Applicable law**

1. Dutch law, with the exclusion of the Vienna Sales Convention (CISG), is applicable to every Agreement.
2. All disputes between the parties that cannot be settled amicably will be definitely settled by the authorized Dutch judge.