

Vattenfall Electronic Commerce Guidelines

These GUIDELINES set forth the terms under which Hubwoo, Seller and Buyer will conduct electronic commerce utilising the Services provided by Hubwoo to Buyer and Seller.

1 DEFINITIONS

The following definitions shall have the meaning hereby assigned to them:

- 1.1 "Agreement" means the agreement between Buyer and Seller to which these Guidelines are attached to;
- 1.2 "Business Document" means all business documents agreed between Buyer and Seller to be routed via Hubwoo as defined herein and to which Buyer has access to as part of the Buyer Services and to which Seller has access to as part of the Seller Services;
- 1.3 "Buyer" means the buying party to this Agreement and the buying companies that will submit purchase orders and/or other Business Documents to Seller by utilising the Buyer Services;
- 1.4 "Buyer Services" means the Hubwoo services available to Buyer under a separate agreement between Buyer and Hubwoo;
- 1.5 "Hubwoo" means the Hubwoo entity with responsibility for the delivery of the Seller and Buyer Services;
- 1.6 "Products" means the goods and services which Buyer and Seller may, by utilising the Services, purchase and sell;
- 1.7 "Seller" means the selling party to this Agreement and the seller companies that will receive purchase orders and/or other Business Documents from Buyer by utilising the Seller Services;
- 1.8 "Seller Services" means the Hubwoo services available to Seller under a separate agreement between Seller and Hubwoo; and
- 1.9 "Services" means Seller Services and Buyer Services collectively.

2 BACKGROUND

- 2.1 **Buyer Seller relationship.** These Guidelines constitute an integral part of this Agreement and set forth the terms and conditions which shall govern not only the relationship between Buyer and Seller but also serve as guidelines for electronic commerce with Hubwoo.
- 2.2 **Buyer Hubwoo relationship** Buyer and Hubwoo have entered into a contractual relationship. Thereby Buyer will use Hubwoo i.a. for supplier deployment, catalogue handling, and business document routing.

3 SELLER HUBWOO RELATIONSHIP

- 3.1 **Seller Hubwoo Contract.** Seller has or will enter into a contractual relationship with Hubwoo. Such contractual relationship shall be established between Seller and Hubwoo within four (4) weeks after the commencement of this Agreement. Buyer shall as soon as reasonable possible notice Hubwoo of the existence of this Agreement. Seller commits to forward first issue of the catalogue to Hubwoo within eight (8) weeks after commencement of this Agreement and Seller shall allocate reasonable resources in catalog creation process in order – together with Hubwoo – to make first load available to Buyer within ten (10) weeks after commencement of this Agreement.
- 3.2 **Hubwoo Offer to Seller.** Hubwoo shall offer to Seller the same or equivalent commercial terms as offered to other sellers under the same or similar conditions.

4 BUSINESS DOCUMENTS

- 4.1 **Included Business Documents.** Buyer and Seller agree that the following business documents are included under this Agreement:

Business Document	Included	Not Included
Purchase Order	X	
Purchase Order Response*		X
Change Order (incl. Order Cancellation)		X
Invoice		X
Advance Ship Notice		X
Request for Quotation	X	
Quotation	X	

*) Seller shall provide Buyer with Purchase Order Response but in the format of an email sent directly to the purchasers email address, as stated on the Purchase Order.

5 CATALOGUE

- 5.1 Buyer may order Products from Seller either by selecting the Products from electronic catalogues (Catalogue Order) or by submitting orders following the EasyOrder process (Request for Quotation /Quotation).

	Included	Not Included
Catalogue Order	X	
Easy Order	X	

- 5.2 Provided Buyer and Seller have agreed that Catalogue Orders may be submitted from Buyer, Hubwoo will provide Seller with its requirements on catalogue information. The requirements will be updated regularly and Seller shall use its reasonable endeavors to comply with the at any time current version (Format Guideline for csv-Catalogs).
- 5.3 Seller shall submit to Hubwoo the necessary information for Hubwoo to create the electronic catalogue on behalf of the Buyer. Such information shall in all material aspects be consistent with the Catalogue Requirements.
- 5.4 Seller and Buyer agree that the following information will be included for each Product of the Product Information File. Some fields are mandatory, whereas others are optional as indicated below:

Fields	Mandatory	Optional
Supplier Part Number	x	
Product Name	x	
Product Description	x	
Unit of Measure	x	
Lead time	x	
Min Qty	x	
Lot Size	x	
Price	x	
Currency	x	
UNSPSC	x	
Image name	x	
Image*	X	
Manufacturers name	X	
Manufacturer Item Number	X	
Synonyms		x
Supplier Category Description		x
Environmental Data		x
Warranty Data		x
Hazardous Material Data	x	

*Minimum 80% of all items must be accompanied by a unique and explanatory image. Images must be uploaded in zipped files, e.g. .jpg format.

For a complete description of the fields listed above, refer to the Format Guideline for csv-Catalogs.

- 5.5 The Price Information File may only contain the Products that will be included in the electronic catalogue that Hubwoo will create, enhance and deliver to Buyer.
- 5.6 Buyer and Seller anticipate that the Product and Price Information files will approximately be updated at the below mentioned frequency:

Update Frequency	Product	Price
Monthly		
Quarterly		
Bi-yearly		

The above-mentioned frequency is an estimate only, and may be changed.

When updated, price files must be released in Omniconent according to agreed release plan. Seller is not allowed to invoice new prices until they are made public in the multi supplier catalogue.

- 5.7 Conditions of delivery on products included in the electronic catalogue should be DDP (Incoterms 2000)