

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 the Contractor/Supplier (hereinafter "Supplier"). 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 Customer does not specifically contradict them and/or if the Customer accepts the delivery/service without explicit objection and settles the invoice.

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.

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 Customer shall not be deemed to constitute acknowledgement or approval.

3. Invoicing

The Customer shall effect the agreed payments after occurrence of the respective agreed event and subsequent receipt of invoice within 30 days.

Invoices shall be specified with respect to:

- order number for the assignment
- verified costs incurred
- period of time in question
- ordered travel, travel allowance
- living allowance
- Vattenfall's contact

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

The Supplier 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 Customer, 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 receipt, 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 Supplier shall be responsible for imposing this confidentiality obligation on all employees, consultants, subcontractors, agents and other persons whom the Supplier may have involved. The Supplier is not entitled to make public details of the Agreement without the Customer's prior written consent.

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

The documents and data made available to the Supplier by the Customer shall either be destroyed or deleted by the Supplier after completion of the Agreement, or they shall be returned to the Customer at the latter's request. The destruction or deletion of documents/data shall be confirmed to the Customer.

5. Warranty / Liability for defects

The Supplier is responsible for the delivery specified in the Agreement to be carried out in a professional and workmanlike manner with the due observance of customary practice within the sector.

Should it be the case that the execution of the Agreement, or parts thereof, fail to meet the agreed specification of requirements, or are impaired by faults or shortfalls in other respects, the Supplier shall, at no expense to Customer, correct the deficiencies in the agreed assignment by making services available, free of charge and without unreasonable delay and at a suitable time for Vattenfall, or, in case Vattenfall so prefers, reduce payment to an equivalent extent provided that Vattenfall notifies the Supplier about such error or defect within a period of two (2) years from the date Vattenfall has accepted the assignment in which the fault or shortfall was found, into use, ("Guarantee Time") In case of corrections in the assignment, a new Guarantee Time will elapse from the time the assignment is taken into use again after such repair or correction.

Supplier warrants that the use of Deliverables developed, procured or supplied under the Order is not infringing any patents or any other industrial and intellectual property rights belonging to Vattenfall or any third parties.

Should such infringement occur, or be likely to occur, Supplier shall at his own risk and expense either ensure that Vattenfall shall be entitled to use the Deliverables, or replace it by a corresponding Deliverable, the use of which does not entail an infringement, or alter the Deliverables so that the use of it does not constitute an infringement.

Supplier shall fully indemnify Vattenfall with respect to claims from third parties in respect of infringements of patents or any other industrial or intellectual property rights belonging to any third parties.

6. Processing of Personal Data

To the extent the work under this Agreement involves processing of personal data, such processing shall be carried out in accordance with the obligations of a personal data controller or of a personal data assistant, as applicable, under the applicable data protection legislation governing the relevant data. If this entails processing of personal data carried out by the Supplier on the assignment of Customer the parties shall enter into a Data Processing Agreement.

7. Termination

Contracts for services may be terminated by the Customer at any time. If notice is given to terminate, the Supplier shall receive partial remuneration corresponding to the proportion of the service so far rendered, measured as a proportion of the complete services. However, if the Agreement is terminated for reasons for which the Supplier is at fault, he shall not be entitled to any remuneration.

8. Prohibition of assignment

The Supplier may only assign or transfer any rights and obligations after having obtained the Customer's prior written consent.

9. Written form

Any modifications of and amendments to this Agreement shall be made in writing and mutually signed by both parties.

10. Language of the Agreement / Applicable law / Place of jurisdiction

The language of the Agreement is English

The Agreement shall be governed by the substantive law of Sweden, excluding any conflicts of law rules.

Any dispute, controversy or claim arising out of or in connection with this Agreement or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. To the extent the value under dispute is less than 1 million SEK the simplified rules of the Institute shall apply. The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be English. The proceedings and the documents emanating from the proceedings, the decision included, shall be kept confidential.

Until any dispute, controversy or claim described above has been finally resolved or settled, the Supplier shall continue to perform its obligations in accordance with the reasonable interpretation of Vattenfall. This shall apply until the dispute, controversy or claim has been finally settled.

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

The Supplier confirms that he shall comply with the Vattenfall's *Code of Conduct for Suppliers (the 'Code')* of the at any time current version. The current Code can be found on the Vattenfall Group's website, <http://group.vattenfall.com>.

The Supplier further undertakes to respect and act in accordance with the principles of the UN Global Compact, on which Vattenfall's Code is based, and that the Supplier has policies, procedures aimed at ensuring compliance with the principles of the UN Global Compact and applicable law.

The Customer shall be entitled to conduct or have conducted an inspection of the other Supplier for the sole purpose of determining compliance with Vattenfall's "Code of Conduct for Suppliers" and the UN Global Compact principles including the processes necessary to ensure compliance therewith with respect to the performance of this Agreement (the '**Purpose**'). All such inspections shall be carried out during normal working hours and solely at the offices or operations of the other Party or Affiliates related to the performance of this Agreement. For the fulfilment of the Purpose, the Customer has the right to visit facilities, verify management systems and to interview employees and managers. The inspections may be carried out both by the Customer or by a reputable independent audit firm which should reasonably be approved by the other Supplier. The Parties undertake to cooperate to the extent that is possible and reasonable in order to facilitate inspections and undertake to ensure that its Affiliates also cooperate. The right to inspect does not include the right of access to secret or classified information.

The Customer has the right to terminate the Agreement without notice if the Supplier and/or its Affiliates offices or operations involved in the performance of this Agreement demonstrably commits or has committed 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 Supplier and/or its Affiliate do not rectify the non-compliance within a reasonable period of time following a written notification.