

These general terms & conditions apply provided that nothing else on these matters has been agreed between the parties.

### 1 Corporate Responsibility

Supplier agrees that it will:

- comply fully with the Uniper Supplier Code of Conduct (Policy) in the performance of the Services or the production of the goods;
- provide a copy of the Policy to Supplier's Personnel and subcontractors;
- instruct Supplier's Personnel and subcontractors to comply with the Policy.

The complete policy is available at

<https://www.uniper.energy/sverige/sv/procurement.html>

### 2 Alcohol and drugs

Throughout the Uniper Group, alcohol and drug-free workplaces are a requirement. Working under the influence of alcohol or drugs is forbidden. Each contractor is responsible for his/her employees' sobriety. Sydkraft may conduct random and targeted alcohol and drug tests at their work places. Positive test results or the refusal to participate in an alcohol and/or drug test will be reported to relevant employee's supervisor/principal for further measures. Anyone appearing to be under the influence, refuses to participate in an alcohol and/or drug test or is tested positive may be suspended from further work at Sydkraft.

### 3 Work Environment

The Supplier shall apply 'Sydkraft's occupational safety and health provisions when performing work in environments and work places which Sydkraft own or is responsible for. The Supplier undertakes to abide by any routines or guidelines, such as for instance working place rules, which Sydkraft provides the Supplier with. Should anything occur that means that such routines or guidelines are not fulfilled, then the Supplier is obliged to inform its contact person at Sydkraft and/or Sydkraft's incident reporting at 020 – 33 00 77 (during office hours) or 040 – 69 04 029 (outside office hours).

### 4 Environmental requirements

The Supplier is obliged to adhere to Sydkraft's, from time to time valid general environmental requirements ("Sydkraft's environmental requirements for suppliers of goods and services"), which can be found at

[www.uniper.energy/sverige/sv/inkop/procurement.html](http://www.uniper.energy/sverige/sv/inkop/procurement.html).

Should the Supplier provide project- or contract works or other services which is being performed at Sydkraft locations, the following applies. If the services performed includes any work or that is needed to project, erect, maintain or demolish building or other structures then the Supplier is obliged to adhere to "Sydkraft's environmental requirements for design of buildings and plants and contract works", which can be found at [www.uniper.energy/sverige/sv/inkop/procurement.html](http://www.uniper.energy/sverige/sv/inkop/procurement.html).

### 5 Force Majeure

A party is relieved from any sanctions due to inability to perform its duties and obligations under this agreement, if such inability is due to circumstances that is beyond the control of the parties or that prevents or makes the performance of the agreement unreasonably onerous ("Grounds for Relief") provided that such circumstances could not reasonably have been foreseen when this agreement was entered into and that the consequences could not have been prevented or avoided.

The following circumstances shall be deemed as Grounds for Relief; war, acts of war, natural disasters, measures taken by authorities, new or amended legislation, disputes on the labour market (including lock-out), apparent risk for personal injuries or major damages on property and equivalent circumstances.

A party wishing to claim relief, shall without undue delay, inform the other party of the occurrences that constitutes Grounds for Relief. As soon as the Grounds for Relief have the ceased, the duties and obligations under the agreement shall be performed.

Irrespective of what has been set forth about relief from sanctions, a party has the right to terminate the agreement under the above mentioned circumstances with immediate effect if the performance of the other party has been hindered for a period of more than 2 (two) months.

### 6 Terms of Delivery

Any goods shall be delivered DDP [named place of delivery] according to Incoterms<sup>®</sup> 2010. The goods shall be packaged in a manner suitable for the mood of delivery.

### 7 Complaints

Sydkraft has the right to make complaints regarding goods delivered or services rendered within two years from the date when Sydkraft noticed or reasonably should have noticed the deficiency in the goods or service.

### 8 Payment Term

Payment process initiated 15 days after the day invoice was received at Sydkraft. Payment runs conducted twice per week (or next working/business day if payment run falls on a non-working/business day). Sydkraft will not accept any invoicing or service charges.

### 9 Invoicing

Invoices from the Supplier shall always include:

- Supplier's full corporate name
- Supplier's VAT number
- Information whether the Supplier is registered for Swedish "F-tax"
- Supplier's corporate registration number
- If payment shall be made in Swedish currency then the Supplier's bank/privatgiro number should be stated
- If payment shall be made in foreign currency then IBAN number and SWIFT code should be stated
- The relevant Sydkraft company's full corporate name

- Sydkraft's purchase order number/position number(each invoice may only contain one order- or position number according to the order confirmation)
- Sydkraft's reference person
- Invoice amount
- Currency
- VAT amount
- Information as to whether the invoice relates to part payment or final payment, credit or self-billing
- Specification over the goods delivered or service rendered
- The date when goods or services were provided or rendered

- b) if the other party should suspend its payments, make an arrangement and composition with its creditors, is declared bankrupt or in any other way may be found insolvent, or
- c) should a change occur in ownership of the other party which should significantly change the prerequisites on which the first party has based its engagement in this agreement.

The right to terminate this agreement prematurely shall not in any way restrict such party's rights against the other party for breach or non-performance of this agreement, irrespective whether the agreement has been prematurely terminated or not.

#### VAT exemption

If the transactions are being exempt from VAT or if reverse charge (*Sw. omvänd skattskyldighet*) apply, please use one of the below texts or, if needed, add the relevant act:

\*Reverse charge within the construction sector (1 kap 2 § first section 4 b ML)

\*Reverse charge due to trade with emission permits in Sweden

\*Intra Community supply of goods, article 138 VAT directive (reverse charge)

\*General rule for services to a taxable person in another country, article 196 VAT directive (reverse charge)

\*Outside Community supply of goods, article 146 VAT directive, export

\*Outside Community supply of services

\*Other sales / VAT exempt

Sydkraft has the right to return any invoice that is incomplete in terms of the above details and request a new invoice with the correct information. Payment obligation will not arise until a new a complete invoice has been received. When the new invoice is being issued then the due date shall be calculated in relation to the arrival date of the new invoice.

#### 10 Penalty Interest

If payments are not made on time, then the relevant party shall be entitled to interest from the due date at the rate set forth in the Swedish Act on Interest (*Sw: räntelagen*).

#### 11 Premature Termination

Notwithstanding any other provisions of this agreement, either party may terminate this agreement in writing with immediate effect

- a) in case the other party should commit a material breach or repeated breaches of this agreement and, provided that such breach may reasonably be rectified, failing for a period of 30 (thirty) days to remedy such breach after receipt of written notice from the other party requiring to do so;

Sydkraft may also terminate this agreement in writing with immediate effect due to the Supplier's disobedience in respect of applicable laws, regulations or Sydkraft's policies (e.g. Sydkraft Supplier Code of Conduct). In case of minor transgressions of applicable laws, regulations or policies, the Suppliers shall be given the opportunity to take measures in consultation with Sydkraft in order to avoid any further transgressions.

#### 12 Confidentiality

The Supplier undertakes – under the term of the agreement and for a period of three years thereafter or after delivery, whichever the longest - not to disclose to any third party any confidential information, which the Supplier has obtained from Sydkraft or otherwise gains knowledge of in connection the fulfilment of the assignment or the delivery of goods or services.

"Confidential Information" means all information regarding technical or commercial, operational or emergency preparedness conditions pertaining to current or future structures, equipment, services, finances, personnel etc., regardless of whether the information has been documented or not, with the exception of

- (i) Information, which at the time of disclosure, is generally known or enters the public domain in a manner other than by breach by the receiving party of the content of this section 12;
- (ii) Information that the Supplier can prove that it already had knowledge of prior to the assignment or the delivery, provided however that the information is not subject to any other confidentiality undertaking in relation to Sydkraft;
- (iii) Information that Supplier has received from a third party who is not or has not been prevented from disclosing such information by law, other agreement or confidentiality undertaking; and
- (iv) Information that the Supplier is obliged to disclose according to law, statutes, court or authority order or other mandatory stipulations, provided that Sydkraft is

- (v) being informed thereof before any disclosure and that the disclosure, to the extent possible, is limited.

### 13 Assignment

No party may assign or otherwise transfer any of its rights and obligations under this agreement without the prior written consent of the other party. Except that Sydkraft may always transfer or assign, in whole or in part, its rights and obligations under this agreement to any company within the Uniper group.

### 14 Audits

Sydkraft AB reserves the right to perform audits of the vendor and their sub-contractors at any time to ensure compliance with the agreed terms and conditions. Such audits shall include unrestricted access to procedures and documentation produced in respect of and related to, but not limited to, Quality, HSE or CSR audits. The vendor and the sub-contractor shall be responsible of all its own costs, internal as well as external, that result from the audit.

### 15 Governing Law and Dispute Resolution

This contract shall be governed by and construed in accordance with the laws of Sweden, without giving effect to the choice of law principles thereof. Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC").

The Rules for Expedited Arbitrations shall apply where the amount in dispute does not exceed SEK 1,000,000. Where the amount in dispute exceeds SEK 1,000,000 the Arbitration Rules shall apply. The Arbitral Tribunal shall be composed of a sole arbitrator where the amount in dispute exceeds SEK 1,000,000 but not SEK 10,000,000. Where the amount in dispute exceeds SEK 10,000,000, the Arbitral Tribunal shall be composed of three arbitrators. The amount in dispute includes the claims made in the Request for Arbitration and any counterclaims made in the Answer to the Request for Arbitration.

The seat of arbitration shall be Malmö, Sweden. The language to be used in the arbitral proceedings shall be English. Irrespective of what is set out above, either party may, however, bring an action in court in respect of undisputed claims for payments.

Each party undertakes to keep confidential (a) all orders and awards in the arbitration, together with (b) all materials submitted in the proceedings and created for the purpose of the arbitration and (c) all other documents submitted by the other party in the proceedings unless such documents are already in the public domain. Exceptions to the foregoing shall only apply to the extent the disclosure may be required of a party due to (i) mandatory law, an order of a competent court or public authority, or (ii) to protect, fulfill or pursue a legitimate legal right or obligation or (iii) to enforce or challenge an award.