

## General

These general terms and conditions of purchase apply to the sale of products or services by a supplier (the "Supplier") to Sydkraft AB, reg. no. 559012-0316, or any of its subsidiaries (each hereinafter referred to as "Sydkraft"), in addition to the specific agreement entered into between the Sydkraft company and the Supplier regarding the sale ("Agreement" or "the Agreement"). Sydkraft is part of the Uniper Group ("Uniper"). The terms and conditions apply to both individual purchases and framework agreements and deviations must be agreed in writing with Sydkraft in order to be valid. The terms and conditions may be amended from time to time and the latest version is always available on Uniper's website [www.uniper.energy/sweden/supplier-portal](http://www.uniper.energy/sweden/supplier-portal). Changes to the terms and conditions only apply to sales that occur after the amended version has been made available on Uniper's website.

### 1 Corporate responsibility

The Supplier undertakes to: (a) comply with Unipers "Supplier Code of Conduct" (Policy) when performing the service or producing the product; (b) provide its staff and subcontractors with the Policy and (c) instruct them to comply with the Policy. The Policy in force from time to time can be found at [www.uniper.energy/sweden/supplier-portal](http://www.uniper.energy/sweden/supplier-portal).

### 2 Alcohol and drugs

Alcohol and drug-free workplaces are a requirement throughout Uniper. Working under the influence of alcohol or drugs is not allowed. Each Supplier is responsible for ensuring that its employees and the employees of any subcontractors are sober and drug-free. Sydkraft may carry out random and targeted alcohol and drug tests at its workplaces. A positive test result or refusal to participate in an alcohol and drug test will be reported to the supervisor/manager for further action. Anyone who appears to be under the influence, refuses to participate in an alcohol and drug test or who shows a positive alcohol or drug test may be suspended from further work at Sydkraft.

### 3 Working environment

Sydkraft's work environment requirements apply to the Supplier when it performs work in environments and at workplaces that Sydkraft owns or is otherwise responsible for. The Supplier undertakes to comply with procedures and guidelines, such as workplace rules, which the Supplier is notified of by Sydkraft. If something should occur that means that these procedures and guidelines have not been fulfilled, or can be fulfilled, the Supplier shall immediately notify the contract manager at Sydkraft. If the Supplier is unable to contact the contract manager in an urgent matter, the incident must be reported to Sydkraft's Emergency Response Officer on tel. 075 200 39 00.

### 4 Environmental requirements

The Supplier is obliged to comply with Sydkraft's general environmental requirements applicable from time to time, which can be found on [www.uniper.energy/sweden/supplier-portal](http://www.uniper.energy/sweden/supplier-portal).

### 5 Force majeure

A party is exempt from penalties for failure to fulfil certain obligations under these terms and conditions or the Agreement if the failure is due to a circumstance beyond the party's control which prevents or significantly complicates the fulfilment of the party's obligations ("Exonerating Circumstance") and which the

party could not reasonably have foreseen when the Agreement was entered into and the effects of which the party could not have prevented or avoided. An Exonerating Circumstance shall be considered e.g. war, act of war, natural disaster, government action, conflict in the labor market, obvious risk of personal injury or major property damage, and equivalent circumstances.

In order to obtain relief under the first paragraph above, the party shall without delay notify the other party in writing of the impediment that constitutes an Exonerating Circumstance. As soon as the impediment has ceased, the other party shall be notified in writing and the obligations shall immediately be fulfilled in the agreed manner.

Notwithstanding the above-mentioned exemption from penalties, a party is entitled to terminate the Agreement with immediate effect in the specified circumstances if the other party's fulfilment of certain obligations is delayed by more than two (2) months.

### 6 Terms of delivery

Any goods shall be sent DDP Incoterms 2020 (*free delivery*) to the place and location indicated by Sydkraft, unless otherwise stated in the Agreement. The goods shall be packed in the manner required for the intended transport and in accordance with what is otherwise specified in the Agreement.

### 7 Complaints

Sydkraft is entitled to file complaints about defects in delivered goods or provided services within two (2) years from the time Sydkraft noticed or should have noticed the defect.

### 8 Terms of payment

Payment is initiated sixty (60) days from registration of arrival of the invoice, unless otherwise specifically agreed in writing with Sydkraft. The payment process includes two (2) payment runs per week. If the payment run falls on a public holiday, Midsummer's Eve, Christmas Eve or New Year's Eve, the payment run will instead take place on the next working day. Invoice and handling fees are not paid.

### 9 Invoicing , VAT and taxes

Invoices from the Supplier shall always include:

- Supplier's full name and address
- Invoice number or a unique serial number for each invoice based on one or more series.
- Date of issue
- Supplier's VAT registration number
- Information that the Supplier is F-taxed
- Supplier's organisation number
- In case of payment in Swedish currency, the Supplier's Bg/Pg number must be stated.
- In case of payment in foreign currency, the IBAN number and SWIFT code must be provided.
- Full name and address of Sydkraft company
- Sydkraft's order number/item number (Each invoice may only contain one order number and item number according to the order confirmation).
- Sydkraft's reference person
- Invoice amount
- Currency
- Moms

- Indication of whether the invoice is for partial or final payment, credit or self-billing.
- Records (timesheets, receipts, etc.)
- Specification of what the invoice relates to (goods or services)
- Date of turnover of goods or services

For VAT, the following also applies

- Enter the taxable amount (price before VAT) for each VAT rate.
- Indicate the applicable VAT rate(s)
- Enter the total amount of VAT to be paid
- When invoicing Swedish VAT in foreign currency, state the conversion rate and the VAT amount in SEK.

For VAT exemption, the following applies

In case of VAT exemption, i.e. exempt transactions or reverse charge, please provide one of the following texts and, if necessary, add the relevant legal text:

- \*Intra Community supply of goods, article 138 VAT directive (reverse charge), chapter 10. 42-46 §§ NML
- \*General rule for services to a taxable person in another country, article 196 VAT directive (reverse charge), 16 kap. 9§ NML
- \*Outside Community supply of goods, article 146 VAT directive, export, chapter 10. 64-68 §§ NML
- \*Outside Community supply of services
- \*Other sales exempt from VAT/ VAT exempt

In case of reverse charge, the VAT registration number of the buyer must be indicated on the invoice.

Sydkraft is entitled to return an invoice that does not contain the above information and request a new invoice with the correct information. There is no obligation to pay until an invoice with complete information has been received. When issuing a new invoice, the due date shall be calculated taking into account the new arrival date.

Taxes and other charges:

If the applicable law or regulation requires payment of the tax. If Sydkraft imposes a tax or other fee on the Supplier, Sydkraft is entitled to deduct an amount corresponding to the tax or fee for payment to the competent authority. However, what is stated in the previous sentence does not apply if the Supplier, before Sydkraft's payment, provides Sydkraft with a certificate proving that the Supplier is registered for F-tax in Sweden.

#### 10 Late payment interest

Default interest according to the Interest Act (1975:635) can be charged at the earliest thirty (30) days after the date of arrival.

#### 11 Early termination

Notwithstanding anything else in these terms and conditions or the Agreement, either party may terminate the Agreement in writing with immediate effect if

- the other party materially or repeatedly breaches these terms and conditions or the Agreement without, where possible, remedying the breach within thirty (30) days of

the party's receipt of the other party's written request for remedy;

- the other party suspends its payments, enters into composition negotiations, is declared bankrupt, applies for corporate re-organization or is otherwise presumed to be insolvent; or

- there is a change in the ownership of one party that would have materially and objectively affected the conditions under which the other party had based its decision to enter into the Agreement.

The party's right to terminate the Agreement early shall not limit the party's right to claim compensation for breach of contract, whether or not the termination is premature.

Furthermore, Sydkraft is entitled in writing to terminate the Agreement with immediate effect in case of the Supplier's non-compliance with applicable laws, regulations or Sydkraft's policies. However, in case of minor violations, the Supplier shall be given the opportunity to take necessary measures in consultation with Sydkraft to avoid further violations.

#### 12 Privacy

The Supplier undertakes not to disclose to outsiders - during the term of the Agreement and for a period of five (5) years after the completion of the assignment or after completion of the delivery - confidential information which the Supplier has received from Sydkraft or otherwise becomes aware of in connection with the assignment or delivery.

"Confidential information" means information of a technical, commercial, operational nature relating to existing or future facilities, equipment, services, finances, personnel, the content of supply or service contracts between the Parties, etc., whether or not recorded, with the exception of

- information which, at the time of disclosure, is publicly known or subsequently becomes publicly known otherwise than through a breach of confidentiality by the Supplier;
- information which the Supplier can show that he already knew before it came to his knowledge in connection with the assignment or delivery, if the information is not subject to a duty of confidentiality due to another commitment to the other party;
- the information, which the Supplier has received from a third party who is not or was not prevented from disclosing such information by law, other agreement or obligation of confidentiality; and
- information which the Supplier is obliged to disclose by law, regulation, court or authority decision or other compulsory provision, provided that Sydkraft is notified of this prior to publication and that publication is limited to the greatest possible extent.

#### 13 Security protection

Parts of Uniper's operations are covered by the Security Protection Act (2018:585). The Supplier is thereby obliged to enter into a security protection understanding or security protection agreement with Sydkraft before the Supplier can gain access to security-sensitive operations, and to otherwise take the relevant measures that may be required by statute or Uniper's rules and guidelines. The Supplier shall also ensure that its subcontractors, if

any, are similarly obliged to enter into a security protection understanding or security protection agreement with Sydkraft and to otherwise take the relevant measures that may be required by statute or Uniper's rules and guidelines. At Sydkraft's request, the Supplier shall provide, and also ensure that subcontractors provide, all necessary information to enable confidentiality checks and issue authorizations for access to Unipers' facilities. Furthermore, at Sydkraft's request, the Supplier shall promptly replace, and ensure that subcontractors replace, persons in its organization for the performance of services who are not granted permission or access in accordance with the above.

#### **14 Transfer of rights and obligations**

A party may not assign its rights and obligations under the Agreement without the other party's written consent. However, Sydkraft is entitled, without the Supplier's approval, to transfer its rights and obligations under the Agreement, in whole or in part, to another company within Uniper.

#### **15 Audit**

Sydkraft reserves the right to conduct audits of the Supplier and its subcontractors at any time to ensure compliance with the agreed terms and conditions. Such audits shall include unlimited access to procedures and documentation produced in connection with, or otherwise attributable to, inter alia, quality, HSE or CSR audits. The supplier and any subcontractors shall be responsible for their own internal and external costs related to such audits.

#### **16 Choice of law and dispute**

Swedish law shall apply to any disputes between Sydkraft and the Supplier, without regard to conflict of law rules. Disputes arising from the parties' Agreement shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (SCC).

The Rules for Simplified Arbitration shall apply if the value in dispute is less than SEK 1 million and if the value in dispute is SEK 1 million or more, the Arbitration Rules shall apply. The arbitral tribunal shall consist of one arbitrator if the value in dispute is more than SEK 1 million but less than SEK 10 million. If the value in dispute is SEK 10 million or more, the tribunal shall consist of three arbitrators. The value in dispute includes the claimant's claim in the Notice of Arbitration and counterclaims made in the Answer to the Notice of Arbitration.

The seat of the arbitration shall be Malmö, Sweden. The language of the proceedings shall be Swedish. Notwithstanding the above, a party is nevertheless entitled to bring an action before a public court for an undisputed claim.

Each party undertakes to maintain the confidentiality of (a) the decisions and awards in the arbitration, as well as (b) all materials prepared for and submitted in the arbitration, and (c) all other documents submitted by the other party in connection with the arbitration if they cannot be shown to be in the public domain. The foregoing exceptions to confidentiality apply only to the extent required by (i) mandatory law, order of a competent court or authority or (ii) reasonably necessary to protect, fulfil or enforce legal rights or obligations or (iii) to enforce or challenge an award.