



## GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF PRODUCTS (SWEDEN)

**BILFINGER**

### 1. GENERAL PROVISIONS

1.1 The term "Agreement" means the actual contract, these terms and conditions for the purchase of products and all appendices, as well as any agreed-upon changes or amendments to said documents.

The term "Products" means all goods, services, and documents that shall be provided by the Supplier in accordance with the Agreement.

1.2 In the event any of the terms conflict with each other, the various provisions shall be prioritized in the following way:

- The actual contract;
- These general terms for the purchase of services; and
- All appendices in numerical order.

1.3 Notices, requirements etc., which the Agreement stipulates must be in writing, shall be sent in the form of a letter, facsimile, or electronic mail to the designated representative of the other party.

### 2. THE SUPPLIER'S OBLIGATIONS

2.1 The Supplier guarantees that the Products in all respects meet the requirements specified in the Agreement, that they are of excellent quality, and that they can be used for the intended purpose. The Supplier also guarantees that the Products comply with all applicable laws and regulations.

2.2 The Supplier shall not allow a subcontractor to perform any part of the work with respect to the Products without the Purchaser's written consent. Such consent does not exempt the Supplier from liability for any of the conditions specified in the Agreement.

2.3 The Supplier shall have a well-functioning system for ensuring compliance with EHS requirements (environment, health and safety) and quality assurance that is adequate for the Products. The Purchaser shall always be entitled to conduct an audit at the Supplier's or subcontractor's facilities, and the Supplier shall assist the Buyer Purchaser in the event of such an audit.

2.4 The Supplier undertakes to comply with proper business standards and ethics consistent with the Purchaser's ethical rules, Principles of Conduct. These are available to the Supplier upon request, or at [www.bis.bilfinger.com](http://www.bis.bilfinger.com).

2.5 If Delivery shall be performed in accordance with the INCOTERMS, the version in effect at the time the Agreement was executed shall apply.

2.6 At the request of the Purchaser, the Supplier shall present the original of the insurance policy and the terms and conditions of the insurance policy to be maintained in accordance with the Agreement.

### 3. INSTALLATION AND TESTING

The provisions of this Paragraph 3 are only applicable in case the Parties have agreed that the Products shall include installation and/or testing, to be performed at the Purchaser's facilities.

3.1 The Supplier shall certify that the installation work and/or the testing at the Purchaser's facilities will be performed in accordance with applicable safety and work practices. At the Supplier's request, the Purchaser shall provide information about its rules.

3.2 Delivery occurs when the installation work and/or testing has been completed and the Purchaser has received the Products by written acceptance. Such written acceptance shall be provided without undue delay.

3.3 Within a reasonable time before starting the installation work and/or the tests, the Supplier shall present a schedule for the goods and/or services to be provided by the Purchaser under the Agreement.

3.4 Unless the Parties agree otherwise, the contracted price for the Products shall include the costs of the installation and/or testing.

3.5 Unless the Parties agree otherwise, the Supplier shall maintain liability insurance in an amount equal to at least SEK 10 million per injury caused by the Products or by the Supplier on the Purchaser's or a Third Party's premises or personnel in conjunction with installation work and/or testing performed at the Purchaser's facilities.

3.6 During the warranty period, including the period after delivery of the Product, the Supplier shall acquire and maintain insurance

covering defects in the Products. The insurance shall cover access and recovery costs. The sum insured must be at least 200 base amounts. The deductible shall be no greater than three times the base amount. At the request of the Purchaser, the Supplier shall present the relevant insurance certificate. If the Supplier fails to do so, the Purchaser may purchase insurance at the Supplier's expense.

3.7 "Base amounts" means the base amounts at the time the Agreement was entered.

### 4. DELIVERY OF PRODUCTS

#### 4.1 Delivery

If the Supplier has reason to suspect that he will be unable to keep the agreed delivery date, he shall immediately notify the Purchaser thereof in writing, and explain the reason for the delay and its impact on the schedule, and provide suggestions as to how to minimize the delay. The Supplier is responsible for the costs incurred by the Supplier in connection with the delay, except if the delay is attributable to the Buyer.

4.2 The Supplier's liability for delays is described in item 7.2 below. The Supplier is also responsible for any costs incurred by Purchaser that could have been avoided if the Supplier had notified the Buyer of the delay within a reasonable period of time.

#### 4.3 Final Delivery

Unless the Parties agree otherwise, the delivery is deemed to have occurred when the Products are handed over to the Buyer and the agreed installation work and testing have been approved and completed.

### 5. CHANGES AND CANCELLATIONS

The provisions in Paragraphs 5.1–5.6 are only applicable in the event the Products are manufactured exclusively for the Buyer and for such work as is mentioned in Paragraph 3.

5.1 With regard to what the Parties may reasonably have expected at the time the Agreement was executed, the Purchaser shall have the right to demand changes in the Product quality and/or quantity, as well as the delivery date.

5.2 If the Supplier finds that a change is necessary, the Purchaser shall be notified in writing within a reasonable period of time.

5.3 All changes must be approved by the Purchaser through a written acknowledgment of the changes before the Supplier initiates the changes.

5.4 When the Purchaser requests a change, the Supplier shall, within a reasonable period of time, submit a written acknowledgment in which the Supplier describes the changed Product. The Supplier shall also provide a written estimate of how the change affects the agreed price and schedule.

5.5 The compensation for the changes shall be equal in proportion to the prices, standards and charges governed by the Agreement or to the original price level in the Agreement. If such a change results in a cost reduction for the Supplier, the Buyer shall be offered a reasonable price reduction.

5.6 If the Parties are unable to agree on a cost reduction or cost increase or other consequences as a result of the change, the Supplier shall, upon request from the Purchaser, implement the change without waiting for the dispute to be resolved.

5.7 The Buyer is entitled to cancel the Product or parts of the Product with immediate effect, by providing written notice to the Supplier. After such cancellation, the Buyer shall only bear the documented and necessary costs incurred as a direct result of the cancellation.

### 6. PAYMENT

6.1 All payments to the Supplier by the Purchaser will only be made after receipt of an invoice. The invoices shall set out the purchase order name; purchase order number, Products purchased and any other agreed references in reasonable detail, as well as any payments received and shall be addressed to the invoicing address specified by the Purchaser. The invoices shall clearly indicate what the invoiced amounts relate to. All payments to the Supplier by the Purchaser will be made by wire transfer to a bank account in the Supplier's name in the country where the Products are purchased under the Agreement or in the country of the Supplier's main (registered) business seat. The Buyer has the



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right to return any invoices that do not meet these requirements.

**6.2** If the Supplier has agreed to provide a bank guarantee, the Buyer does not need to pay anything before the bank guarantee has been received.

**6.3** The Buyer has the right to deduct any prepaid amounts and accrued penalty payments from the Supplier invoices. Disputed or non-documented invoiced amounts may be offset against or deducted from the Supplier invoices.

### 7. BREACH OF CONTRACT

#### 7.1 Delays

A delay occurs when the Supplier fails to comply with the schedule specified in the Agreement, so long as the delay is not attributable to the Buyer.

If the Product has such defects that the Purchaser has been unable to use the Product for the intended purposes, this is deemed to be a delay.

The supplier is liable for delays in accordance with Paragraph 7.2

#### 7.2 Consequences of delay

Unless the Parties agree otherwise, a penalty of 0.3% per day of the amount specified in the Agreement shall accrue if the provision of the Product or parts of the Product is not made within the deadline. However, the penalty shall never exceed 15% of the price specified in the Agreement.

If the delay is the result of gross negligence or an intentional act by the Supplier or another person, for whom the Supplier is responsible, the Purchaser shall have the right to demand compensation for any damages incurred as a result of the delay instead of the accrued penalty.

The Buyer has the right to immediately terminate the Agreement in the event of a delay.

If the Products are manufactured exclusively for the Buyer and the Supplier thus is unable to sell the products without incurring a significant loss, the Purchaser is only entitled to terminate the Agreement if the accrued penalty amounts to the maximum amount or if the delay constitutes a serious breach of contract.

#### 7.3 Defects

A defect shall be deemed to exist if the Supplier does not fulfill its commitments in accordance with Paragraph 2.1 above.

The Supplier is liable for defects in accordance with Paragraph 7.4.

The Buyer's audit in accordance with Paragraph 2.3 and the fact that the Supplier has submitted drawings, goods or samples for the Purchaser to review, does not limit the Supplier's responsibility for ensuring that the Products comply with the contractual requirements.

The Buyer shall inspect the Products within a reasonable time after delivery.

The Purchaser is not required to inspect the Products before they are delivered to the final destination. If the Supplier shall perform the installation work, the Buyer is not required to inspect the Product until it has been accepted in accordance with Paragraph 3.2.

The Buyer is also required to inspect the Products when the Supplier has performed repair work.

Within a reasonable time after detecting the defect, the Purchaser shall provide the Supplier with a written notice of defect. Such notice may never be provided later than 24 months after delivery. The same time limit applies for replaced or repaired parts and is calculated from the date of replacement or repair. The time-limit for providing the notice of defect does not begin to run until the troubleshooting or other activities that must be performed under the Agreement have been completed.

#### 7.4 Liability for defects

When the Purchaser has notified the Supplier of a defect, the Supplier shall begin troubleshooting without delay. The troubleshooting may be postponed at the request of the Purchaser, if the Purchaser has an acceptable reason for doing so. Troubleshooting shall be performed at the Supplier's expense.

If the Supplier fails to remedy the defect within a reasonable time, the Purchaser shall have the right remedy the defect himself, or through a third party, at the Supplier's risk and

expense, or withhold a reasonable portion of the payment. The same applies if waiting for the Supplier's troubleshooting results in a considerable inconvenience for the Purchaser. The Supplier must be notified in writing before the troubleshooting begins.

The Buyer has the right to demand compensation for any damage caused by the defect. Such compensation shall only cover direct damages, unless the damage was caused intentionally or by gross negligence on the part of the Supplier or by someone for whom the Supplier is liable.

The Buyer has the right to terminate the Agreement with immediate effect if a defect constitutes a serious breach of contract. In this case, the Purchaser shall have the right to refuse the Supplier's offer to troubleshoot and/or replace the product.

#### 7.5 Damages

The Supplier shall hold the Buyer harmless if the Products infringe on the third party's patents or other intellectual property rights, except in cases where this is necessary according to the Buyer's specifications and where the Supplier had no knowledge of nor should have been aware, that such infringement would occur.

### 8. FORCE MAJEURE

**8.1** "Force Majeure" means all events outside the affected parties' control, in so far as neither Party could reasonably have foreseen that such an event would occur at the time the Agreement was entered into And it is not reasonable to assume that either party could have avoided or mastered its consequences.

**8.2** A Party shall not be deemed to have breached this Agreement if it can be proven that he was unable to perform his obligations as a result of Force Majeure. Each party is responsible for its own costs in the event of Force Majeure.

**8.3** The party invoking Force Majeure shall notify the other party within a reasonable period of time. The notice shall specify the circumstances which led to the delay as well as the estimated length of the delay.

**8.4** Either Party has the right to terminate the Agreement with immediate effect if the circumstances covered by this Paragraph last or are expected to be last for more than 60 days.

### 9. INTELLECTUAL PROPERTY RIGHTS FOR PRODUCTS MANUFACTURED EXCLUSIVELY FOR THE BUYER; AND PRIVACY

#### 9.1 Intellectual property rights for products manufactured exclusively for the Purchaser

If the products are manufactured exclusively for the Purchaser, the Purchaser possesses the title to the Products during and after production. All reports, drawings, specifications and similar documents, including software, created in connection with the Product, shall be deemed to constitute a part of the Product.

#### 9.2 Privacy

The Supplier is not allowed to publish information about the Agreement, or otherwise disclose that the Agreement has been entered into without the written consent of the Purchaser, which shall not unreasonably be refused.

All information, whether oral or written, in electronic or other form, concerning the Party or any of its activities, business matters or other relationships, that is received by, or otherwise communicated to, the Receiving Party related to the establishing, negotiating, entering into, or performance of this Agreement, shall, during the term of the Agreement and thereafter, be treated as strictly confidential by the Receiving Party and not used by them for any purpose other than the performance or enforcement of this Agreement, and also not be disclosed to any third party without the other Party's prior written consent.

The confidentiality obligation does not, however, apply to information and knowledge:

- To the extent the Receiving Party needs to use or disclose it in order to safeguard their interests vis-à-vis the other Party because of a dispute in connection with this Agreement or otherwise in order to enforce any rights under this Agreement;
- Which, at the time of the Receiving Party's receipt is known, or subsequently becomes known to the general public through other means that due to a breach of this Agreement;



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- c) Which, at the time of the Receiving Party's receipt was already known to the Receiving Party, or otherwise already in his possession;
- d) Which the Receiving Party in good faith and without restrictions has received from a third party; or
- e) Which the Receiving Party is required to disclose under the applicable law or according to a competent authority, a valid agreement with a stock exchange or another marketplace, or applicable exchange or marketplace rules.

The Party who invokes any of the above exceptions has the burden of proof to establish that it applies.

#### 10 BUSINESS CONDUCT

##### 10.1 Compliance Obligation

The Supplier shall comply with all applicable laws and regulations including but not limited to anti-corruption, anti-money laundering, anti-terrorism, export control, economic sanction and anti-boycott laws, regulations and administrative requirements applicable to the Supplier or its services.

##### 10.2 Anti-Corruption Obligation

The Supplier hereby represents and warrants that neither payments nor any other advantages or favours have been or shall be, directly or indirectly, offered, promised, or provided to: (i) a private party, which as a result could lead to an improper advantage in relation to the business of the Purchaser; or (ii) a public official, member of the judicial system or any other government-related or state-owned entity or person ("Public Official") for himself or herself or another person or entity, in order to influence official action, or any Public Official.

##### 10.3 Termination Right

The Supplier acknowledges and agrees that any breach of the Business Conduct Clauses set out in Clause 10 of this Agreement will be deemed a material breach of contract entitling the Purchaser to terminate the Agreement at any time and with immediate effect, without any obligation to pay any outstanding fees or make any other payment. The Purchaser shall not be obliged to compensate any loss suffered by the Supplier as the result of a termination under this Clause 10 para. 3 (Termination Right).

##### 10.4 Books and Records

The Supplier shall keep full records in relation to the performance of the Agreement. The content of these records shall include, but not be limited to full and accurate description of performance of the Supplier and its Subcontractors (e.g. details of service providers, timesheets, and relevant correspondence or summaries thereof), all expenditures, all payments made and any other documents created or received in connection with this Agreement with the Purchaser.

#### 11 ASSIGNMENT OF AGREEMENT

The Buyer has the right to assign all or part of their rights or obligations to third parties. The Supplier shall not have the right to transfer its rights and obligations without the prior written consent of the Buyer, which shall not unreasonably be refused.

#### 12 APPLICABLE LAW AND DISPUTE RESOLUTION

This Agreement shall be interpreted and enforced in accordance with Swedish law, with the exception of such international private law provisions that involve the application of the right in any other jurisdiction.