

**GENERAL CONDITIONS FOR PURCHASE OF SERVICES (SWEDEN)****1. GENERAL PROVISIONS**

- 1.1** Contract shall mean the separate contract document, these General conditions for purchase of services and any appendices, agreed amendments or variations to said documents. Service shall mean all services to be performed by Contractor pursuant to the Contract.
- 1.2** In the event of any conflict between the provisions of the Contract, the various contract documents shall be given priority in the following order:
- the separate contract document;
  - these General conditions for purchase of services; and
  - all appendices in the order they are listed.
- 1.3** Notices, claims, etc. which the Contract requires to be presented in writing, shall be sent by letter, fax or confirmed electronic mail to the other party's appointed representative.

**2. GENERAL OBLIGATIONS OF CONTRACTOR**

- 2.1** Contractor shall perform the Services with that degree of skill, care, diligence and good judgement normally exercised by recognised professional firms performing work of the same or similar nature. The Services shall in all respects meet the specifications of the Contract, and shall in addition be of high quality, incorporating first class workmanship as well as fit for its intended purpose.
- 2.2** Contractor shall perform the Service in compliance with applicable laws and regulations. Consequently, Contractor shall have full responsibility for his personnel, including but not limited to the personnel's health, work environment and safety.
- 2.3** Contractor shall obtain and maintain all official permits necessary to perform the Service, and shall whenever requested by Buyer produce documentation showing that necessary permits have been obtained.
- 2.4** Contractor shall not assign parts of the Service to subcontractors without Buyer's written consent. Such consent does not exonerate Contractor from any obligations pursuant to the Contract.
- 2.5** Contractor shall have a satisfactory system for HES assurance and quality assurance suitable for the Service. In that respect, Contractor shall continually assess any risks connected to the Service and take any necessary steps to eliminate them. Contractor's risk assessment shall be documented in writing. Contractor shall, upon Buyer's request, provide documentation which shows that the HES requirements are met.
- 2.6** Buyer is at any time entitled to carry out, and Contractor shall assist in carrying out, audits at Contractor's or any subcontractor's premises.
- 2.7** Buyer shall not be deemed to be the employer of Contractor's personnel, even if such personnel are to perform all or parts of the Service in co-operation with Buyer. Contractor is responsible for ensuring that all taxes and charges due for personnel, for whom the Contractor is responsible as employer and who perform Services for Buyer, are paid in accordance with prevailing laws and collective agreements.
- 2.8** The Contractor is required to obtain an F-tax card from the Swedish Tax Agency and shall immediately notify Buyer if the F-tax card is withdrawn or if other comparable or similar changes occur.
- 2.9** If the Contract appoints key personnel in Contractor's organization, such personnel shall not be replaced without Buyer's prior written approval. Such approval shall not be unreasonably withheld.
- 2.10** Contractor shall, at his own expense, immediately replace personnel who in Buyer's sole opinion conduct themselves in an improper manner (including, but not limited to Buyer's life saving rules) or are unsuitable to perform the Service. Furthermore, Contractor shall make sure that the requested amount of personnel – with all the required permissions/certificates, etc. - presents itself and in an impeccable working state (eg, zero-drug policy) of at the respective working premises. Any damage resulting therefrom to be compensated pursuant to article 6.5 para 3.
- 2.11** When work is carried out at Buyer's or any premises where the Services are carried out, with or without Buyer's corporate identity, Contractor shall comply with any rules in force relating to safety, and working conditions and intellectual property regulations. Buyer will, upon Contractor's request, inform of its own rules.
- 2.12** When Contractor considers the Service as completed, he shall notify Buyer in writing as soon as possible. Within a reasonable time after receiving such notice, Buyer shall in writing either accept the Service as completed, or declare that the Service is not accepted as completed and the reason for this.

**3. PROGRESS**

If Contractor should have cause to believe that he will be unable to perform the Service in accordance with the contract schedule, he shall immediately notify Buyer in writing stating the reason for the delay, the effect on the contract schedule and furthermore include a proposal on how the delay can be minimised. Contractor shall bear own costs incurred to minimise the delay unless the delay is caused by Buyer.

Contractor is liable for losses suffered by Buyer in accordance with Section 6.2, which could have been avoided if Contractor had given notice of the delay in due time.

**4. VARIATIONS, SUSPENSION AND CANCELLATION****4.1 Variations**

Within the scope of what the parties could reasonably have expected at the time the Contract was entered into, Buyer may require variations with regard to the quality and/or the quantity of the Service as well as the contract schedule.

When Buyer requires a variation, Contractor shall, without undue delay, submit a written confirmation describing the variation work together with an estimate of any effects on the contract price and the contract schedule. Any variation shall be approved by Buyer by means of a written variation order before Contractor initiates the variation work.

If Contractor finds a variation is required, Buyer shall be notified, in writing, without undue delay.

Compensation for variation work shall be in accordance with the prices, norms and rates contained in the Contract, or otherwise in accordance with the original price level of the Contract. If a variation entails cost saving for Contractor, Buyer shall be credited accordingly.

If the parties disagree as to the amount to be added to or deducted from the contract price or any other consequences due to a variation, Contractor shall implement the variation without awaiting the final outcome of the dispute.

**4.2 Suspension**

Buyer may temporarily suspend the Service or parts thereof by written notification to Contractor. Following such notification Contractor shall, without undue delay, inform Buyer of the effects the suspension will have on the performance of the Service. Contractor shall resume the Service immediately after notification by Buyer.

If the suspension period exceeds 90 days, Contractor is entitled to cancel the Contract by notice in writing to Buyer.

During the suspension period, Buyer shall only compensate Contractor for documented and necessary expenses in connection with demobilisation and mobilisation of personnel.

**4.3 Cancellation**

Buyer may cancel the Service or parts thereof with immediate effect, by written notification to Contractor.

Following cancellation Buyer shall only pay the unpaid balance due to Contractor for that part of the Service already performed, and cover documented and necessary expenses incurred as a direct result of the cancellation.

**5. PAYMENT**

**5.1** The contract number and other agreed references shall be quoted on all invoices which shall also clearly indicate what the invoiced amount relates to. Buyer is entitled to return invoices that do not meet these requirements.

**5.2** If it has been agreed that Contractor shall provide a bank guarantee, Buyer shall not be obliged to make any payments prior to receipt of such guarantee.

**5.3** Buyer is entitled to deduct any prepayments and accrued liquidated damages against Contractor's invoices. Furthermore, any disputed or insufficiently documented amounts, as well as any amounts owed by Contractor to Buyer, may be set-off against Contractor's invoices.

**5.4** Contractor shall submit a final invoice within 45 days after Buyer has accepted the Service as completed. The final invoice shall include all claims to be made by Contractor pursuant to the Contract. Claims not included in the final invoice cannot be submitted later.

**5.5** Failure evidencing that payment of tax and other levies have been paid in accordance with law entitles Buyer to withhold payment until Contractor either produces such documentation, or provides satisfactory security for payment of such taxes and levies. Buyer may recover from Contractor at any time any liability incurred by Buyer as a consequence of Contractor failing to pay in the required taxes and levies.

**5.6** Buyer is entitled to audit at Contractor's premises all payments for reimbursable work for up to two years after receipt of the final invoice.

## **6. BREACH OF CONTRACT**

### **6.1 Delay**

Delay exists when Contractor fails to comply with the time limits stated in the Contract, unless the delay is caused by Buyer.

If Contractor's performance of the Service has such defects that Buyer's intended purpose with the Service is substantially unsuccessful, this shall be considered as delay.

Contractor is liable for delay pursuant to Article 6.2.

### **6.2 Effects of delay**

Unless otherwise agreed, liquidated damages shall accrue at a rate of 0.3 % of the total contract price per day by which the Service or any part thereof is delayed. Liquidated damages shall, however, not exceed 15 % of the total contract price.

If the delay is caused by gross negligence or wilful misconduct on the part of Contractor or someone for whom he is responsible, Buyer may, instead of the liquidated damages, claim compensation for the losses suffered due to the delay.

Buyer may terminate the Contract if the maximum of liquidated damages have incurred or the delay constitutes a substantial breach of Contract.

### **6.3 Defects**

The Service is considered defective if Contractor has not fulfilled its obligations in accordance with Article 2.1.

Buyer shall issue a written notice of defect within reasonable time following discovery of any defect, and in no event later than 24 months after Buyer has accepted the Service as completed. The same time limit applies in respect of rectification work, calculated from the time the rectification work was completed. The time limit for making a notice of defect does not commence as long as rectification work or other activities necessary to comply with the contractual requirements are performed.

Contractor is liable for any defect in the Service pursuant to Article 6.4.

### **6.4 Liability for defects**

When Buyer notifies Contractor of a defect, Contractor shall commence rectification of the defect without delay. The rectification work shall be postponed upon Buyer's request provided that Buyer has a justified reason for requiring such postponement. Rectification work shall be performed for Contractor's account.

If Contractor fails to remedy the defect within reasonable time, Buyer is entitled to remedy the defect himself or employ a third party to do so for Contractor's risk and account, or to withhold payment in an amount corresponding to the value of the contract price. The same shall apply if awaiting Contractor's remedy will cause substantial inconvenience to Buyer. In such event, Contractor shall be notified in writing prior to initiating the rectification work.

Buyer is entitled to claim compensation for losses suffered due to defects. Such compensation is limited to cover direct losses unless Contractor, or someone Contractor is responsible for, has acted with gross negligence or wilful misconduct.

Buyer may terminate the Contract if a defect constitutes a substantial breach of Contract. In such event, Buyer is entitled to reject Contractor's offer to remedy the defect.

### **6.5 Indemnification**

Contractor shall indemnify Buyer if the performance, result of the Service or any action carried out while at the respective site of the Services carried out by the Contractor or any person attributable to it, constitutes an infringement of Buyer's or third party patent rights or other intellectual property rights (such as, but not limited to, any patent rights or the brand of the Buyer), or any harm to Buyer's reputation, except when this is necessary due to Buyer's

specifications and Contractor did not know or ought to have known that such an infringement would occur.

Furthermore, Contractor shall indemnify Buyer for any damage, losses, fines or the like Buyer may incur, be exposed to its respective customer, caused by Contractor or any person attributable to it.

Further to the situations listed in 2.11, also in situations with regards to no-show of the requested amount of personnel (eg, personnel shall only be considered be present at the respective working site, if the personnel has all the required permissions/ certificates), Contractor shall pay an amount of EUR 2.000 per day for (i) each no-show and person or any (ii) incident resulting from any breach of 2.11.

Any infringement of any intellectual right of the Buyer whatsoever shall be compensated by an amount of at least EUR 50.000.

## **7. FORCE MAJEURE**

**7.1** Force majeure means an occurrence beyond the control of the party affected, provided that such party could not reasonably have foreseen such occurrence at the time of entering into the Contract and could not reasonably have avoided it or overcome its consequences.

**7.2** A party shall not be considered in breach of the Contract to the extent it is proven that he was unable to fulfil his contractual obligations due to force majeure. Each party shall cover its own costs resulting from force majeure.

**7.3** The party invoking force majeure shall notify the other party thereof without undue delay. Such notice shall also include the cause of the delay and the presumed duration thereof.

**7.4** Each party is entitled to immediately terminate the Contract by written notice if the force majeure situation continues, or it is obvious that it will continue, for more than 60 days.

## **8. EXECUTION DOCUMENTS**

**8.1** The Contractor shall request the documents required for execution from the Buyer in good time and shall check them for completeness and correctness immediately upon receipt. All dimensions specified in the execution drawings must, insofar as they relate to the services of the Contractor, be checked by the Contractor or checked or taken on site. Any discrepancies shall be reported by the Contractor to the Buyer without delay. Where production is agreed to take place according to target dimensions, tolerances must be agreed with the Buyer. In the event of non-fulfillment of these obligations, the Contractor shall bear all resulting disadvantages for the Buyer or himself.

**8.2** All drawings, calculations, documents and other execution documents handed over to the Contractor shall remain the exclusive property of the Buyer. Their usage is only permitted for means of the subcontract and may not be published or made accessible to third parties without the prior consent of the Buyer.

Publications about the services of the Contractor or parts of the construction project are only permitted with the prior consent of the Buyer. This also includes the specification of procedures or the disclosure of drawings and illustrations.

The Contractor undertakes not to disclose to third parties any trade secrets and confidential information of which it becomes aware in connection with this Subcontract. In the event of a breach, the Buyer shall be entitled to claim damages and to withdraw from the contract.

**8.3** The Contractor shall prepare all calculations and implementation plans required for its services, insofar as they are not to be supplied by the Buyer, without special remuneration and submit them to the Buyer in good time. This shall also apply in particular to the necessary assembly plans and the necessary calculations as well as to all details and data of his supplies and services which are of importance for other trades. The costs arising from this shall be included by the Contractor in its pricing.

After conclusion of the contract, the Contractor shall prepare and submit to the Buyer all design documents for slots, openings, line bushings and detailed plans of his work components to be installed. All details for recesses, slots, operating equipment, etc. required by the Contractor shall be coordinated by the Contractor with the Buyer in good time. Costs incurred due to incorrect, forgotten or untimely information provided by the Contractor shall be borne by the Contractor.

**8.4** Even after submission to the Buyer, the Contractor shall remain responsible and liable for the completeness and correctness of the execution documents to be procured or prepared by him. This shall also apply if the Buyer expressly releases or approves such documents for execution.

- 8.5** The Buyer may use any documents to be prepared by the Contractor for the construction project in question without additional remuneration.
- 8.6** Insofar as special official permits, approvals or acceptances are required for the tendered scope of services, these must be obtained or arranged by the Contractor in good time without special remuneration. A sufficient number of written documents or acceptance reports must be submitted to the Buyer without being requested.
- 8.7** All surveying work for services provided by the Contractor shall be carried out by the Contractor on its own responsibility. Surveying points must be adequately secured, even if they were not set up by the Contractor.
- 8.8** The Contractor is obliged to inform himself in good time and sufficiently about the location of the construction site, its accessibility and about the facts necessary for the performance of his services. In particular, the Contractor shall independently inquire into the existence and location of any utility lines, cables, etc. in its work area with the respective responsible authorities.

## **9. EXECUTION**

- 9.1** The Buyer shall have the right to monitor performance of the service and its compliance with the contract requirements. For this purpose, Contractor shall grant access to the workplaces, workshops and storage rooms in which the contractual works or parts thereof are manufactured or where materials or components for purpose of the works are stored. Upon request, Buyer shall be provided with the work drawings or other execution documents as well as the results of quality tests for inspection and shall provide the necessary information.
- 9.2** The shall be authorized to give any instructions necessary for the performance of the service in accordance with the contract, but without affecting Contractor's management.
- If the Contractor considers the instructions of the Buyer to be unjustified or inexpedient, it shall raise its objections in writing, but shall carry out the instructions on request, unless legal or official provisions prevent this.
- 9.3** The Contractor shall perform the service under its own responsibility and in compliance with all relevant regulations and laws under the Contract.
- 9.4** If the Contractor has reservations about the intended type of execution, about the quality of the materials or components supplied by the Buyer or about the performance of other subcontractors, he must inform the Buyer of these reservations in writing without delay - if possible before the start of the work. If he fails to do so, he shall bear full responsibility for all damage and costs arising from this breach of duty.
- 9.5** The Contractor shall protect the services performed by it and the items handed over to it by the Buyer for performance against damage and theft until acceptance and, if necessary, insure them.
- 9.6** The Contractor shall, at its own expense, replace any services that are found to be defective or not in conformity with the contract during the performance of the work with services that are free of defects. If the Contractor is responsible for the defect or the lack of conformity, it shall also compensate for the resulting damage.
- 9.7** At the request of the Buyer, the Contractor shall keep a formal construction diary in accordance with the regulations of the Buyer and submit it to the Buyer on a daily basis. The Contractor shall report to the Buyer on a monthly basis the hours worked in connection with the awarded contract.
- 9.8** The Contractor is obligated to ensure that its waste and packaging residues it are disposed of on each working day. If the Contractor fails to comply with this obligation despite being granted a reasonable grace period, the Buyer may have the waste disposed of at the expense of the Contractor.
- 9.9** The Contractor shall be obliged to prove the fulfillment of its current obligations to its social insurance institutions and tax authorities by means of suitable receipts. The same shall apply to membership in chambers of commerce, insofar as such membership is mandatory by law.
- 9.10** The Contractor shall appoint the responsible site manager/specialist site manager prior to commencement of work. This person must be able to speak Swedish. This person or his deputy, who must also be named before the commencement of work, must be present at the construction site at all times. The Contractor expressly declares that its site manager or deputy is authorized recipient for any correspondence or notices towards the Contractor.
- 9.11** The Contractor shall name the construction manager/specialist construction manager responsible prior to commencement of work and shall provide this person at the commencement of work. In addition, a responsible

representative of the Contractor shall be appointed who is authorized to make or receive all declarations for and against the Contractor required for the entire execution of the contract and any amendments to the contract, and - if necessary - to have the relevant work carried out immediately.

- 9.12** The Contractor shall have a quality management system and shall provide evidence of this to the Buyer without being requested to do so. He shall also provide the Buyer, without being requested to do so, with the permits, certifications, evidence and approvals required by law or in the contract for quality assurance. In particular, he shall submit the relevant EC declarations of conformity.
- 9.13** In particular cases, the Buyer may require the Contractor to attend meetings with the Employer on matters relating to the scope of the Contractor. Direct negotiations and agreements between the Employer and the Contractor regarding the scope of works under this Contract shall not be permitted.
- 9.14** The space for the construction site equipment and material storage will be allocated by the Buyer according to the available possibilities. Necessary relocations and conversions are not remunerated separately. If electricity and water are provided by the Buyer, this shall be done against payment from the main point of delivery. The installation to the points of use including workplace lighting and the accident-proof illumination of all access routes necessary for the Contractor shall be carried out by the Contractor without special remuneration.
- 9.15** The Contractor is responsible for the safekeeping and storage of its materials and equipment in accordance with the regulations. The Buyer assumes no liability in this regard. The Contractor shall carry out all required measures including as well as the drainage of day and surface water affecting its services without additional remuneration.
- 9.16** The Contractor shall be responsible for the accommodation and transport of labor and building materials. There is no entitlement to the use of existing buildings and facilities within the construction site. When transporting materials, the Contractor shall observe applicable laws in relation to hazardous substances.
- 9.17** For services provided by Buyer (e.g. water, electricity, etc.), the Contractor shall pay a share of the costs in accordance with a separate agreement. If the Contractor demands billing according to actual consumption, it shall install consumption meters at its own expense.
- 9.18** Without being requested to do so, the Contractor shall provide evidence of compliance with the required quality of the materials and products used. At the request of the Buyer, the Contractor shall supply and install samples and specimens of the materials and parts intended for use by the Buyer. The costs for this and for test certificates and proof of manufacture requested by the Buyer shall be borne by the Contractor.
- The Contractor shall provide the Buyer with measurement reports, mass determinations, test reports and documentation without being requested to do so and without delay, at the latest by the time of acceptance of its performance.
- 9.19** The applicable hazardous substances laws must be observed for all construction materials and auxiliary construction materials. Proof of the manufacturer and composition of the substances used as well as the safety data sheets of hazardous substances must be handed over to the Buyer upon request within 2 weeks.
- 9.20** The Buyer may require the Contractor to remove from the construction site and replace with others any workers who are professionally or personally unsuitable or who do not comply with their obligation to wear protective equipment or who cannot present a valid work permit.
- 9.21** In order to prevent occupational accidents in connection with its performance, the Contractor shall comply with all statutory, trade association and project-specific provisions on occupational safety and health protection, in particular the Construction Site Ordinance and any existing safety and health protection plan. The Contractor shall provide, without being requested to do so, the permits, certifications, evidence, qualifications and training required by law or in the contract and shall provide evidence of these to the Buyer upon request.

To the extent required by law, the Contractor shall ensure supervision by a safety specialist and shall provide evidence of this to the Buyer without being requested to do so. The Contractor shall oblige its workers deployed on the construction site to wear the personal protective equipment (e.g. safety helmets, safety shoes) prescribed by the competent professional associations. Workers of the Contractor who do not comply with their obligation to wear the protective equipment may be expelled from the construction site. Before using scaffolding or equipment provided by Buyer or a third party, the Contractor must check it on his own responsibility.

Accidents at work must be reported without being asked and without delay. The Contractor shall report any days lost due to accidents to the Buyer without being asked to do so.

**9.22** Insofar as the Buyer provides protection and safety devices, these shall be jointly accepted upon handover to the Contractor. They are to be maintained and, if necessary, supplemented by the Contractor on its own responsibility. The Contractor shall return them to the Buyer in due form after completion of the work. Existing protective covers, railings or similar that must be temporarily removed to perform the work shall be properly restored. For the duration of the removal, all danger points must be cordoned off by other suitable measures in an accident-proof manner and signposted.

**9.23** The Contractor may only subcontract contractual services with the written consent of the Buyer. This shall also apply to any subcontracting of services by the Contractor to further subcontractors and/or lenders, even if this is done within the framework of successive subcontracting by way of a so-called subcontractor chain. The Contractor undertakes to use workers from countries outside the European Union in the performance of the services assigned to it only if they are in possession of a valid residence permit entitling them to work. Reference is made to Clause 9.4.

**9.24** If the Contractor passes on contractual services to further subcontractors and/or lenders, even if this is done by means of successive subcontracts (so-called "subcontractor chain"), the Contractor shall ensure that all subcontractors and/or lenders - even if they perform parts of the Contractor's contractual services within the framework of successive subcontracts - assume and comply with the obligations described in Section 5.23. The Contractor shall also ensure that all subcontractors and/or lenders perform the contractual services within the framework of successive subcontracts. Reference is made to Clause 9.4.

## **10. WASTE DISPOSAL - CLEANING**

**10.1** The Contractor shall provide the Buyer without delay and without being requested with proof of the environmental and waste law permits, certifications, verifications and approvals required by law or in the contract. The Contractor shall maintain order on the construction site without special request and remuneration and shall constantly dispose of the debris and dirt resulting from its services from the construction site in compliance with the applicable laws. After completion of the contractual services, both the storage areas and workplaces and the construction site itself shall be cleared and restored to a proper condition. The Contractor shall prepare a waste disposal certificate as required by law.

If the Contractor fails to comply with these obligations within a reasonable period of time set by the Buyer, the Buyer shall be entitled to carry out the necessary measures itself or to have them carried out by a third party and to charge the Contractor for them. Damage or additional costs resulting from unauthorized use of the containers set up by the Buyer (e.g. sorting effort, higher landfill fees) will be charged to the Contractor.

**10.2** The Contractor shall avoid or immediately remove any damage or soiling on the public and private roads including sidewalks used by the construction site traffic. This shall also apply to the Contractor's supplier vehicles; in this respect, the Contractor shall be liable as for its own fault. If the Contractor fails to comply with a removal request within a reasonable period set by the Buyer, the Buyer may carry out the removal itself or have it carried out by a third party; in both cases, the Contractor shall bear the costs.

## **11. OBSTRUCTION AND INTERRUPTION OF EXECUTION**

**11.1** If the Contractor believes that it is hindered in the proper execution of the performance, it shall immediately notify the Buyer in writing. This shall also apply to obvious hindrances.

**11.2** The Contractor shall do everything that can reasonably be expected of him to enable the continuation of the work. As soon as the impeding circumstances cease, he shall resume the work without further ado and without delay and notify the Buyer thereof.

**11.3** If the Contractor was able to continue the work at least partially despite the hindrance, the Buyer and the Contractor shall jointly attempt to settle the consequences of the hindrance by mutual agreement, if necessary, taking due account of the restriction of the work caused by the hindrance. If this is not possible, the Buyer shall decide on a settlement of the consequences of the hindrance at its reasonable discretion.

**11.4** If one party to the contract is responsible for the impeding circumstances, the other party shall be entitled to compensation for the auditable damage incurred, but only for loss of profit in the event of intent and gross negligence.

**11.5** Disturbances customary in construction shall not entitle either party to claim compensation.

**11.6** If the Contractor is hindered in the performance of its services by other subcontractors or third parties without the Contractor being at fault, any claims for compensation by the Contractor against the Buyer shall be limited to the amount which the Buyer can enforce against the party responsible.

## **12. TERMINATION AND WITHDRAWAL BY THE BUYER**

**12.1** The Buyer may terminate the contract at any time for good cause or in accordance with law. The statutory provisions on withdrawal shall remain unaffected. If the Buyer terminates the contract in whole or in part, the Contractor may not claim damages for loss of profit if it is offered a substitute contract of equal value.

**12.2** The Buyer may terminate the contract if the Contractor ceases to make payments or files for insolvency proceedings or comparable statutory proceedings or such proceedings are opened or their opening is rejected for lack of assets.

**12.3** The performed services shall be invoiced according to the contract prices. The Buyer may claim damages for non-performance of the balance.

**12.4** Notice of termination must be given in writing.

**12.5** If the Contractor is unable to carry out the work in accordance with the contract and on time and if this threatens to miss the completion deadlines, the Buyer shall be entitled, after issuing a reminder and setting a deadline with a warning of substitute performance, even without partial termination, to carry out the partial performance at the expense of the Contractor or to award the contract.

## **13. ACCEPTANCE**

**13.1** The Contractor shall notify the Buyer in writing of the completion of its services.

**13.2** Prior to acceptance, the Contractor shall check its services for completeness and freedom from defects and, if necessary, carry out residual work and rework without delay. Furthermore, a complete construction file must be handed over to the Buyer before acceptance. It must contain the consents, approvals, permits, test certificates, calculation documents, operating instructions and as-built drawings to be obtained by the main Contractor, the proof of disposal in accordance and a list of the manufacturers of the materials used by the main Contractor. Unless otherwise agreed, as-built and revision drawings shall be handed over in the form of data carriers and triple-color photocopies (including any circuit diagrams).

**13.3** The Parties agree on formal acceptance procedure.

**13.4** Acceptance prior to expiry of the agreed execution period, any partial acceptance and the like are excluded.

## **14. OCCUPATIONAL SAFETY**

**14.1** It is pointed out to the Contractor that it is legally obligated to have a safety-related supervision carried out by an internal or external specialist for occupational safety.

**14.2** It must prove this to the Buyer by submitting proof of training of the internal specialist or by submitting confirmation of external safety-related support within 14 days of conclusion of the contract.

**14.3** In case of non-submission of the training certificate or confirmation, the Buyer reserves the right to terminate the contract subject to prior written warning setting of an appropriate deadline.

**14.4** The work safety regulations of the contractor of the Contractor (the Employer) have been handed over to the Contractor and are also binding for the Contractor in the contractual relationship with the Buyer.

**14.5** The Contractor shall report on the accident history of its employees and subcontractors performing work under this Contract.

**14.6** In order to determine the accident rate, the Contractor shall report to the Contractor the average number and the hours worked by its employees and the employees of its subcontractors per year who are working on services within the scope of this contract, as well as the number of occupational accidents with a lost time  $\geq 1$  day occurring in connection with these services, including the lost hours due to these occupational accidents, in each case no later than 10 days after the end of the quarter for the past



quarter. In the case of serious accidents and accidents resulting in death, the reporting deadline is one day after the respective accident event.

## 15. INSURANCE

- 15.1** The liability of the Contractor shall be governed by the statutory provisions.
- 15.2** If claims are asserted against the Buyer by third parties due to damage for which the Contractor is responsible, the Contractor shall immediately upon such assertion indemnify the Buyer against any claims resulting therefrom.
- 15.3** The Contractor shall prove to the Buyer that it has sufficient liability insurance in terms of scope and amount of cover and shall provide evidence that it has maintained such insurance during the period of performance. The liability insurance to be proven must include an extended product liability insurance, unless the service of the Contractor exclusively comprises the installation, assembly, repair or maintenance of products manufactured and supplied by third parties or the provision of instructions concerning such products. Unless otherwise agreed, the minimum coverage amounts for personal injury, property damage, financial loss and processing damage shall be € 2,500,000.00.
- 15.4** Failure to provide proof of insurance shall entitle the Buyer, after reminder and setting of a deadline, to terminate the contract or to take out liability insurance for the benefit of the Contractor and at the Contractor's expense in the amount of the coverage sums not proven. The Contractor shall assign to the Buyer its claims against the insurers for indemnification arising from the insurance relationship. The Buyer accepts the assignment. If the assignment is not permissible according to the insurance conditions, the Contractor authorizes the Buyer to collect the claim against the Insurer.
- 15.5** Whenever requested by Buyer, Contractor shall provide a certificate documenting that such condition is fulfilled. If Contractor fails to do so Buyer may, at Contractor's expense, obtain insurance.

## 16. PROPRIETARY RIGHTS AND CONFIDENTIALITY

### Proprietary rights

Unless otherwise agreed, the results of the Service as and when it is performed are the sole property of Buyer. All reports, drawings, specifications and similar documents, including computer programs, that are prepared in connection with the Service constitute part of the results of the Service.

Unless otherwise agreed, this provision does not give Buyer proprietary rights to Contractor's designs, technology, know-how, patents, etc. developed independently of the Contract. Buyer shall be granted irrevocable, royalty-free and non-exclusive right of use to those rights which are necessary for the completion, operation, maintenance, repair and modification of the results of the Service, or of the product to which the Service is related.

## 17. CONFIDENTIAL INFORMATION AND DATA PROTECTION

- 17.1** In the performance of this contract, the parties will have access to confidential information. The use of confidential information is only permitted within the scope and for the purpose of the agreed activities. The parties undertake to treat the confidential information received as confidential and not to make negative public statements about each other.
- 17.2** "Confidential information" means commercially, legally, fiscally or technically sensitive or advantageous information that becomes known to the parties. Confidential information may be such information that is identifiable in any way as "confidential" or "legally protected" or whose confidential content is obvious. "Personal data" within the meaning of Art. 4 No. 1 GDPR shall be understood as confidential information. Information that has lawfully become public knowledge is excluded.
- 17.3** The Parties undertake to comply with the statutory and contractual provisions on data protection when processing the confidential information. This includes (i) the obligations of a data controller under data protection law (Art. 24 GDPR), (ii) the data protection principles (Art. 5 GDPR), (iii) the adoption of state-of-the-art technical security measures (Art. 32 GDPR) and (iv) the obligation of employees to maintain data secrecy (Art. 5 (1) lit. f GDPR). If a party is or becomes a processor within the meaning of Art. 4

No. 8, 28 GDPR, it shall separately conclude a commissioned processing agreement with the Buyer for the respective service provision.

- 17.4** The duty of confidentiality shall not exist vis-à-vis courts and authorities insofar as there is a legal obligation to disclose; the respective party shall be notified immediately of any disclosure of confidential information.
- 17.5** The disclosure of information provided to third parties is only permissible if (i) the third party is an external advisor who is bound by law or professional ethics to confidentiality, (ii) the third party is required by the respective party for the execution of the order in question and has been similarly bound by confidentiality, or (iii) the respective other party consents in writing to such disclosure.
- 17.6** After termination of the contract, at the latest within fourteen (14) days after written request by the Buyer, the Contractor shall return to the Buyer all available
- 17.7** The Contractor shall be entitled to monitor or have monitored compliance with this confidentiality agreement to the extent necessary. The Contractor shall cooperate to the best of its ability in this respect and grant corresponding access.
- 17.8** The obligations in this paragraph "Confidential information" shall continue to apply after termination of this agreement or the respective individual agreement for a period of 5 years or - for personal data - indefinitely.

## 18. ASSIGNMENT OF THE CONTRACT

Buyer is entitled to assign his rights and obligations pursuant to the Contract, fully or partly, to any third party. Contractor may not assign his rights and obligations pursuant to the Contract without Buyer's written consent which shall not be unreasonably withheld.

## 19. CODE OF CONDUCT FOR SUPPLIERS AND BUSINESS BEHAVIOR

### 19.1 Code of Conduct for Suppliers

The Contractor is obliged to comply with the following Code of Conduct for Suppliers. The current version of the Supplier Code of Conduct is attached to these General Conditions of Purchase of Services and can be viewed on the Contractor's website.

The Supplier Code of Conduct sets forth the minimum standards to be complied with. However, to the extent that the Supplier Code of Conduct conflicts with local laws, local laws shall prevail.

The Buyer may amend the Supplier Code of Conduct if relevant legal, regulatory or institutional requirements, case law or ethical business principles change. The Buyer will inform the Contractor of any changes or amendments to the Supplier Code of Conduct.

### 19.2 Right of termination

The Contractor acknowledges and agrees that a breach of the provisions under this Clause 22 (Supplier Code of Conduct and Business Conduct) of this Contract shall be deemed a material breach of the Contract giving the Buyer the right to terminate the Contract at any time and with immediate effect. Buyer shall not be obligated to pay any outstanding compensation or make any other payments after exercising this right of termination. Furthermore, the Buyer shall not be obliged to compensate for any damage suffered by the Contractor as a result of termination pursuant to this Section 22.2 (Right of Termination).

## 20. APPLICABLE LAW AND LEGAL VENUE

This Agreement shall be governed by and construed in accordance with the laws of Sweden, excluding its conflict of laws principles providing for the application of the laws of any other jurisdiction.

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 Swedish Arbitration Act (Sw. lag (1999:116) om skiljeförfarande). The place of arbitration shall be Gothenburg, Sweden. The language of the arbitration shall be English.



# Code of Conduct for Suppliers

As part of our commitment to follow the principles contained in the Bilfinger Code of Conduct, we also expect our business partners to adhere to comparable standards in their behavior and also to promote them along their own supply chain. Our expectations are set out in this Supplier Declaration, which you hereby contractually agree to comply with.

## *Compliance with laws and observance of generally accepted standards*

As a supplier to Bilfinger, we will:

- Comply with applicable laws and regulations, including relevant anti-corruption regulations.
- Act in accordance with generally accepted principles and standards regarding social and environmental responsibility and internationally recognized human rights, including existing laws to prevent modern slavery

## *Combating bribery and corruption*

As a supplier to Bilfinger, we will:

- Not participate in any form of bribery or corruption and ensure that business decisions are not influenced by improper or illegal consideration, whether in the form of cash, gifts, travel or other items of value, including intangible benefits
- Do not give invitations, gifts or other items of value to Bilfinger employees with the intention of influencing them
- Inform Bilfinger of demands or pressure of any kind to offer bribes (any kind of advantage) directly or indirectly to public officials or other parties with the intention of exerting influence or gaining an unfair advantage

## *Business books and records*

As a supplier to Bilfinger, we will:

- Maintain complete books of account and records that accurately document all business transactions and expenditures and are maintained in accordance with applicable laws and regulations

## *Conflicts of interest*

As a supplier to Bilfinger, we will:

- Avoid situations in which our own interests conflict or could conflict with Bilfinger's business interests
- Inform Bilfinger immediately if we become aware of such a conflict of interest; this also applies if an employee of Bilfinger has a financial interest in our company or is related to our company in any other way

## *Protection of assets and information*

As a supplier to Bilfinger, we will:

- Help protect Bilfinger's assets from theft, misappropriation or waste
- Take necessary measures to protect and keep confidential data and information of Bilfinger accessible to us

## *Antitrust law, economic and trade sanctions*

As a supplier to Bilfinger, we will:

- Not engage in activities that could demonstrably be construed as anti-competitive, abusive or unfair and comply with applicable antitrust and competition laws and regulations.
- Comply with laws and regulations governing the export and import of goods, products, and services, including those related to economic and trade sanctions

## *Insider trading*

As a supplier to Bilfinger, we will:

- Avoid insider trading by not buying or selling Bilfinger securities or other related financial instruments if and as long as we have (potential) inside information about Bilfinger that is not available to the investing public and that could influence an investor's decision to trade in these securities or financial instruments

## *Employee rights*

As a supplier to Bilfinger, we will:

- Provide safe workplaces that meet international labor standards
- Ensure fair working conditions and refrain from any form of unethical or illegal working conditions (e.g., harassment or physical violence, any form of slavery, servitude, and forced or compulsory labor, including but not limited to child labor)
- Not discriminate against employees on the basis of origin, gender, sexual orientation, religion, ideology, disability or age
- Ensure the right to organize and bargain collectively and provide employees with written employment contracts in accordance with local legislation
- Ensure that wages, working hours, vacations and absences of employees and assigned external subcontractors are in accordance with applicable law and/or contracts
- Comply with all applicable data protection laws



# Code of Conduct for Suppliers

## *Environmental and climate protection*

As a supplier to Bilfinger, we will:

- Run our operations safely and minimize the environmental impact of our business activities
- Work in a resource-saving way and respect biodiversity
- Comply with applicable environmental laws and permits
- Identify direct and indirect GHG emissions and set ourselves targets for reduction
- Communicate GHG emissions determined as well as targets, if required

## *Supply chain due diligence and standards towards our own suppliers*

As a supplier to Bilfinger, we will:

- Paying attention to those due diligence obligations that result from national and international laws on supply chains
- In particular, ensure compliance with human rights and fair working conditions along the supply chain
- Require our own suppliers and sub contractors to follow the principles set out in this supplier declaration
- Systematically incorporate this commitments into our business relationships with them and track this

## *Material Compliance and Conflict Minerals*

As a supplier to Bilfinger, we will:

- Ensure that goods and materials supplied to Bilfinger have not been obtained in an illegal or unethical manner
- Confirm the implementation of appropriate due diligence measures for the responsible sourcing of minerals to ensure compliance with relevant regulations
- Inform Bilfinger in the case of production, purchase or trade of regulated conflict minerals (tantalum, tin, tungsten, gold or other minerals or their derivatives deemed to finance conflict) from conflict or high-risk areas, in particular from the Democratic Republic of Congo (DRC) or its neighbors and, upon Bilfinger's request, provide our due diligence measures and related results to preclude the possibility of Bilfinger being supplied with such minerals

## *Supplier Diversity*

As a supplier to Bilfinger, we will:

- Respect local cultures and communities and strive to avoid and minimize negative impacts thereon
- Unconditionally and equally include suppliers owned by minorities or disadvantaged groups

Bilfinger reserves the right to request further self-declarations and certifications or to implement other appropriate measures in accordance with contractual agreements if concerns arise. In cases of suspicion or if you yourself notice inappropriate actions on the part of Bilfinger employees, please report this to the confidential whistleblower system (Link: [bkms-system.net](https://bkms-system.net)).

In the event that Bilfinger is held legally liable for a violation of applicable legal provisions under the German Supply Chain Due Diligence Act (Lieferkettensorgfaltspflichtengesetz - LkSG) due to intentional or negligent misconduct of the Supplier, in particular due to non-compliance with the points listed above, Bilfinger shall pass on any fine imposed on it to the Supplier in the form of a claim for damages under this declaration.

With your signature, you confirm that you comply with the requirements of this Code of Conduct for Suppliers. If it is not possible for you to prove this by appropriate documents, you confirm your willingness to establish a documentation process on compliance with these requirements.

## **Signature of the Code of Conduct by the supplier:**

Name of the supplier:

\_\_\_\_\_

Address:

\_\_\_\_\_

Name of signatory:

\_\_\_\_\_

Function of the signatory:

\_\_\_\_\_

Place, date

Signature