

19 September 2024

**1 APPLICABILITY**

- 1.1 These general terms and conditions ("**Terms**") apply to the purchase of goods and services to Stockholm Exergi AB, or any of its wholly or partially owned subsidiaries ("**Buyer**"). The terms and conditions apply as an appendix to the signed contract ("**Contract**") or alternatively as part of an independent Purchase Order (definition as below). The seller of the goods or services is called the "**Supplier**".
- 1.2 Any deviation from the Terms must be specified in the Contract or otherwise approved in writing by the Buyer to be valid.

**2 DEFINITIONS**

The following definitions shall apply. Definitions defined otherwise in these Terms by an initial capital letter shall have the meaning ascribed to the definition at its first occurrence.

"**Contract**" shall mean the Agreement and / or (standalone) Purchase order between Buyer and Supplier, including these Terms and other appendices made under the Contract.

"**Data Processing Agreement**" shall mean the agreement entered into between the Parties relating to the processing of personal data.

"**Deliverables**" means any and all information and materials, in whatever form, (i) invented, developed or otherwise generated or resulting from a Service; or (ii) provided by Supplier or its subcontractors to Buyer, under the Contract.

"**Documentation**" means the manuals, user guides and all other relevant material related to the Scope of Supply and information related to the use, installation, support and maintenance thereof to the extent necessary for the intended use of the Scope of Supply.

"**Error**" means any malfunction or defect in quality, advice, design, materials or workmanship or deviation from other requirements set forth under the Contract.

"**Intellectual Property Right**" means patents, designs, inventions, copyrights and any other industrial and intellectual property rights, whether or not specifically recognized or perfected under applicable laws and whether registered or not and applications, divisions, continuations, renewals, re-exams and reissues for any of the aforementioned respectively as well as any trade secrets, and the rights to prosecute, enforce and obtain remedies.

"**Party**" shall mean Supplier or Buyer and "**Parties**" shall mean Supplier and Buyer jointly.

"**Product**" means the objects of sale and purchase under the Contract including package, software and Documentation as defined in the Contract.

"**Purchase Order**" means a request or order issued by Buyer where Buyer requests Supplier to deliver whole or part of the Scope of Supply.

"**Scope of Supply**" means Products, Services and Deliverables defined in the Contract, including Documentation.

"**Service**" means the services provided by Supplier to Buyer under the Contract.

"**Time Schedule**" shall mean the time schedule for the delivery of Scope of Supply set out in the Contract.

"**Total Contract Price**" means the total agreed price for the entire Scope of Supply under the Contract unless otherwise specified.

**3 GENERAL CONDITIONS**

- 3.1 Supplier undertakes to perform Scope of Supply in accordance with the Contract.
- 3.2 Supplier agrees to comply with applicable laws and regulations and conduct its business in accordance with high ethical standards. Supplier shall obtain and maintain all permits necessary to deliver the Scope of Supply and shall upon Buyer's request produce Documentation showing that the necessary permits have been obtained.
- 3.3 Both Parties act in their own name and on their own behalf. Neither Party has the right to enter into any agreements or other commitments on behalf of the other Party.
- 3.4 The Contract shall not create any exclusive rights for Supplier, nor any obligation to place or accept a Purchase Order.

**4 CONTRACTUAL DOCUMENTS**

In the event of any conflict between the contractual documents the following order of priority shall apply: (a) the Contract or Purchase Order; (b) these Terms; (c) all other appendices to the Contract. In the event of

any conflict between any of the other appendices, the appendix with a lower number shall prevail.

**5 PERSONNEL AND SUBCONTRACTORS**

- 5.1 Supplier shall assign personnel of appropriate qualification and experience to perform its obligations under the Contract.
- 5.2 Each Party is responsible for the work of its subcontractors to the same extent as for its own.

**6 ORDERING**

- 6.1 Buyer may order items within the Scope of Supply by placing Purchase Orders in writing to Supplier, unless otherwise agreed in the Contract. Upon written acceptance of the Purchase Order by Supplier. Supplier shall either accept or reject the Purchase Order promptly after the receipt thereof and at the latest within three (3) working days.
- 6.2 The Purchase Order becomes binding upon the Supplier's written acceptance thereof, provided that such acceptance does not contain deviations from the terms of the Purchase Order. If the acceptance contains deviations from the Purchase Order it becomes binding only upon the Buyer's express written acceptance of such deviation.

**7 DELIVERY**

- 7.1 The agreed Time Schedule is binding. If such delivery dates have not been agreed, Supplier shall deliver and perform the Scope of Supply within a reasonable time.
- 7.2 Unless otherwise agreed, the Scope of Supply, or part thereof, is deemed delivered, when accepted by Buyer. The acceptance may be conditional if so stated.
- 7.3 The delivery comprises the Scope of Supply, including all Documentation.
- 7.4 Supplier shall provide the Documentation in the Swedish language unless otherwise agreed in writing. Buyer may copy, modify, translate, distribute, use and disclose the Documentation to third parties.
- 7.5 Unless otherwise agreed in writing, the terms of delivery for the Scope of Supply shall be DDP to locations specified by Buyer (Incoterms 2020).
- 7.6 Ownership of the Scope of Supply passes to the Buyer upon the Buyer's receipt of the Scope of Supply according to the terms of delivery.
- 7.7 Supplier shall test the Scope of Supply for any Errors before delivery. The Supplier shall promptly remedy any Errors in the Scope of Supply or otherwise provide a Scope of Supply acceptable to Buyer. Buyer may decide, at its sole discretion, to accept Scope of Supply with minor Errors that do not materially interfere with the proper operation or efficient use of the Scope of Supply. Supplier shall correct also such minor Errors at Supplier's cost without undue delay. Buyer is entitled to withhold a reasonable part of the payment until all Errors are corrected.

**8 CHANGES AND CANCELLATION**

- 8.1 All changes to and/or additions to the Scope of Delivery, including related specifications and possible effects on the Time Schedule, Total Contract Price and other terms specified in the Contract, must be agreed in writing to be valid.
- 8.2 Regardless of what is otherwise stated in the Terms, the Buyer may at any time cancel or change ordered deliveries, in part or in whole, by written notice to the Supplier. In the event of cancellation, the Buyer shall compensate the Supplier for (i) delivered or performed Scope of Delivery and (ii) documented and necessary costs incurred as a direct result of the interrupted delivery or change.

**9 DELAY**

- 9.1 If Supplier finds that a delay will occur or is likely to occur, Supplier shall without delay inform Buyer in writing of the delay, reasons for it and of the effects of the delay on the Contract.
- 9.2 Supplier shall notify Buyer in writing, without undue delay, of any error or inaccuracy it detects in the instructions or orders given by Buyer that may endanger the proper fulfilment of the Contract. If such notification is not made without undue delay Supplier loses its right to later claim extension of the Time Schedule.
- 9.3 In the event of delay of whole or part of the delivery of the Scope of Supply (e.g. missing Documentation), Supplier shall pay liquidated damages to Buyer. The liquidated damages shall be payable at the rate

of 0.14 per cent of the Total Contract Price attributable to delayed deliveries and deliveries that cannot be taken into use due to the delay, for each commenced day of delay up to 10 per cent of the Total Contract Price. Buyer is entitled set-off payment of liquidated damages against payment of the Scope of Supply. Liquidated damages shall be the sole and exclusive remedy available to Buyer as regards delay under the Contract, except for as provided under Sections 18 (Term and Termination) and 19 (Limitation of Liability).

## 10 WARRANTIES

- 10.1 The warranties below applies in addition to the other rights and remedies Buyer has under the Contract.
- 10.2 Supplier warrants that
- Supplier shall perform its obligations in a workmanlike manner and with professional diligence, skill and care and in compliance with the Contract as well as all applicable laws and regulations;
  - the Scope of Supply and all parts of it shall comply with the Contract as well as applicable laws, regulations and industry standards and shall not suffer characteristics which during normal and intended use results in impaired applicability, performance or functionality; and
  - Supplier has the right to enter into the Contract, perform its obligations, provide Buyer with the Scope of Supply and grant Buyer the rights and licenses set forth in the Contract and that the same shall not constitute an infringement, breach or violation of any third-party rights or any other agreement to which Supplier is a party.
- 10.3 Supplier further warrants that any Products
- are free from any defects in design, materials or workmanship; and
  - are newly produced (if not otherwise agreed), in working order, conform with the samples and Documentation provided to Buyer.
- 10.4 The warranty period for the Products is 12 months from delivery under the Contract, unless otherwise agreed ("**Warranty Period**"). Replaced or repaired parts have a warranty period of 12 months after repaired or replacement part is accepted by Buyer, however not exceeding 24 months.
- 10.5 Supplier shall within a time set by Buyer and without any cost to Buyer promptly correct or otherwise remedy any Errors and failures during the Warranty Period. Defective or otherwise non-conforming Scope of Supply shall be, at the sole discretion of Buyer, repaired, replaced, or refunded by Supplier. Supplier shall be responsible for all direct costs related, including but not limited to reasonable costs incurred due to inspection, installation, dismantling, transportation and labour.
- 10.6 If Supplier fails to remedy Errors in accordance with this Section 10 (Warranties) or if Buyer may incur substantial damages if the Error is not remedied immediately, Buyer shall have the right to remedy the non-conformance or have it remedied at Supplier's risk and cost.
- 10.7 Supplier shall provide Buyer with updated Documentation due to the Error corrections free of charge.

## 11 PRICES, INVOICING AND TERMS OF PAYMENT

- 11.1 Supplier's prices are set out in the Contract and shall be fixed for the term of the Contract, unless otherwise agreed.
- 11.2 The Total Contract Price shall be fully inclusive of all associated costs and expenses necessary for the full performance and administration of all Supplier's obligations under the Contract, including delivery costs. In addition, except as otherwise expressly indicated in the Contract, the prices include all rights and licenses necessary for Buyer to use the Scope of Supply as intended.
- 11.3 The prices shall, excluding value added tax, include all other public and social security charges, duties, levies and taxes determined by the applicable law and authorities effective on the date of the Contract.
- 11.4 Supplier shall, unless otherwise agreed, invoice for the Scope of Supply monthly in arrears. The invoice shall include a reference to the Purchase Order and, in the case of projects to be billed on an hourly basis, the invoice shall also include an itemisation of the working hours and expenses accepted by Buyer.

- 11.5 Supplier shall, unless otherwise agreed, send electronic invoices in accordance with the invoice-instructions on the Buyer's website [www.stockholmexergi.se](http://www.stockholmexergi.se). The terms of payment are 45 days from the date of receipt of correctly issued invoice, unless otherwise agreed. Interest on overdue payments without justified cause shall be two per centage units per annum above the 12 months EURIBOR.
- 11.6 All suppliers, including foreign companies, who physically carry out work on site in Sweden must have a business tax card (Sw. *F-skatt*), or have a written, approved exemption from business tax card from the Swedish Companies Registration Office.

## 12 INTELLECTUAL PROPERTY RIGHTS

- 12.1 This Contract does not imply any transfer of Intellectual Property Rights.
- 12.2 Supplier grants Buyer a royalty-free, fully paid up, non-exclusive, perpetual, worldwide, irrevocable right and license to freely exploit (including without limitation the rights to modify and prepare derivative works of the Scope of Supply) Intellectual Property Rights to the extent included in or pertaining to the Scope of Supply, or to the extent necessary for retendering purposes or in order to use the Scope of Supply as intended and/or to transition to another supplier.
- 12.3 Supplier shall defend, indemnify and hold harmless Buyer against and from any and all consequences incurred by Buyer as a result of an infringement or alleged infringement of Intellectual Property Rights which may be attributable to Supplier's performance of its obligations under the Contract, or to the Scope of Supply or the use thereof.
- 12.4 Each Party shall without undue delay inform the other Party of any notification of such infringement or alleged infringement referred to in this Section 11.6. Supplier is entitled to defend such claims at Supplier's risk and expense.

## 13 DATA PROTECTION AND DATA SECURITY

- 13.1 Supplier shall comply with all applicable laws and regulations as well as with the Contract, including any appended Data Processing Agreement, when processing personal data under the Contract. If the Parties have not concluded a Data Processing Agreement (either separately or by attaching such agreement as an integral part of the Contract), Supplier is not allowed to process any personal data of Buyer or on behalf of Buyer.
- 13.2 Supplier shall take appropriate precautions to a) prevent loss and alteration of any data or programs, b) to prevent improper access to Buyer's information and communications technology (ICT) environment or confidential information and c) prevent introduction of viruses, worms, spyware or the like malware to Buyer's ICT environment. Supplier shall, if relevant for the Scope of Supply, comply with Buyer's information security requirements.

## 14 EXPORT CONTROL AND SANCTIONS

The Parties shall comply with all applicable laws and regulations regarding export control, export restrictions, embargoes and sanctions (together "**Sanctions**"). Supplier warrants that the Scope of Supply can be provided in accordance with this Contract without breaching any Sanctions. Supplier warrants that during the term of this Contract and as long as Supplier has any obligations under this Contract thereafter, neither the Supplier or other company within the Supplier's group, or any director or corporate officer of any of the foregoing entities, shall be the subject of any Sanctions, including, without limitation, any Sanctions issued by the United Nations, United States, United Kingdom or European Union. Supplier shall immediately notify the Buyer if any of these circumstances change.

## 15 HEALTH, SAFETY AND ENVIRONMENT

- 15.1 Supplier shall comply with Buyer's sustainability requirements and with obligations otherwise relating to health, safety and environment, if set out in the Contract.
- 15.2 Supplier shall comply with all relevant environmental, health and safety laws, regulations and authorities' decisions, as well as all applicable employment laws and regulations in the country where Supplier performs its obligations under the Contract in respect of its own personnel and its sub-contractors' personnel.



## STOCKHOLM EXERIGS GENERAL TERMS AND CONDITIONS FOR PROCUREMENT OF PRODUCTS AND SERVICES

15.3 Supplier is responsible for the product safety. If claims are directed towards the Buyer, according to relevant product security law, and this claim is based on Supplier's undertakings, the Supplier shall hold the Buyer harmless.

### 16 CODE OF CONDUCT

16.1 Supplier (including personnel) shall always comply with Buyer's Supplier Code of Conduct as published on the Buyer's website [www.stockholmexergi.se](http://www.stockholmexergi.se) and also ensure that all Supplier's sub-suppliers complies with the principles set out in Buyer's Supplier Code of Conduct. Else, Supplier shall hold the Buyer harmless.

### 17 FORCE MAJEURE

17.1 Neither Party shall be liable for any delay or damages caused by an impediment beyond the reasonable control of a Party, which it could not have taken into account at the time of the conclusion of the Contract or the relevant Purchase Order, and the consequences of which are preventing the Party from fulfilling its obligations under the Contract and that could not reasonably have been avoided or overcome by the Party ("Force Majeure"). A Party shall notify the other Party in writing without delay of a Force Majeure event and of the termination thereof.

17.2 The Party invoking a Force Majeure event shall take reasonable steps to limit or minimise the consequences of the event. The Parties shall use their best efforts despite the Force Majeure event to complete the Contract according to the Time Schedule. Such efforts may involve re-scheduling or acceleration of delivery or other steps to expedite progress. In addition, the Supplier shall endeavour to continue to perform its obligations as far as reasonably practicable.

### 18 TERM AND TERMINATION

18.1 The Contract shall become effective when concluded and shall remain in force until the Parties have completed their obligations thereunder, unless terminated earlier.

18.2 Buyer shall have the right to terminate the Contract, in whole or in part, with immediate effect. In case of termination of the Contract according to this Section 18.2 Buyer shall compensate Supplier for (i) performed and/or delivered Scope of Supply, and (ii) documented and necessary costs arising as a direct consequence of the termination.

18.3 Buyer may immediately terminate the Contract, in whole or in part, by giving written notice to the Supplier, if:

- the fulfilment of the Contract is or is likely to be delayed for more than 30 calendar days for reasons attributable to the Supplier or three months due to Force Majeure; or
- Buyer is entitled to claim maximum liquidated damages for delay from Supplier according to section 9.3.

18.4 Each Party may immediately terminate the Contract, in whole or in part, by giving written notice to the other Party, if:

- the other Party has committed a material breach of any terms and conditions of the Contract (14 (Export Control and Sanctions), 13 (Data Protection and Data Security) and 16 (Code of Conduct) shall always be regarded as material breach) and does not remedy the breach within 30 calendar days of written notice thereof; or
- the other Party is permanently unable to perform its contractual obligations, declared bankrupt, is put into liquidation, subject to corporate construction, or otherwise is insolvent.

18.5 If Buyer terminates the Contract in accordance with Section 18.3 or 18.4, Buyer shall, at its discretion, have the right to (i) return at Supplier's expense or reject the part of the Scope of Supply pertaining to the terminated part of the Contract with no further payment obligations and against a full refund from Supplier of all amounts paid by Buyer attributable to such returned or rejected Scope of Supply; or (ii) in whole or in part retain the Scope of Supply provided by Supplier before the termination against an agreed remuneration to the Supplier. The above right is without prejudice to Buyer's other rights and remedies under the Contract.

18.6 The terms of the Contract that should due to their nature survive termination or cancellation of the Contract include for example sections, if relevant: 11.6 (Intellectual Property Rights), 13 (Data Protection and Data Security), 19 (Liability), 21 (Confidentiality) and 22 (Disputes).

### 19 LIABILITY

19.1 Each Party is responsible for damages caused by such party's negligence. If Supplier is responsible for an Error or deficiency in the Scope of Supply, Supplier is also liable for damage caused by such Errors or deficiency. The aggregate total liability of a Party towards the other Party under the Contract shall not exceed the Total Contract Price.

19.2 However, to the extent the Scope of Supply is provided against a fixed recurring monthly charge, the total aggregate liability with regard to the relevant part of Scope of Supply shall not exceed such monthly charge valid at the time of the occurrence causing the damages multiplied by 12.

19.3 Neither Party shall be liable for any indirect or consequential damage.

19.4 The limitations of liability in this Contract shall not apply to damages caused by wilful misconduct or gross negligence.

19.5 Limitations of liability shall not apply to Supplier's obligations under section 11.6 (Intellectual Property Rights), 14 (Export Control and Sanctions), 15 (Health, Safety and Environment) if applicable, 16 (Code of Conduct) and 21 (Confidentiality).

### 20 INSURANCE

Supplier shall procure and maintain at its own expense with financially sound and reputable insurers, insurance of such types and amounts reasonably adequate considering Supplier's business operations and the nature of the Scope of Supply.

### 21 CONFIDENTIALITY

21.1 The parties undertake to observe confidentiality regarding information about each other's business and operating conditions. Confidentiality does not include information that is generally known or that is available without violation of this provision.

21.2 During a period of 5 years from the receipt of the information, the Supplier may not disclose or use information relating to the Buyer or its group companies, beyond what is necessary to fulfill the Agreement. All such information shall be treated as strictly confidential and stored securely.

### 22 DISPUTES

22.1 The Contract and all matters arising out of or in connection with this Contract shall be construed and governed exclusively in accordance with the laws of Sweden without regard to its choice of law provisions. The application of the United Nations Convention on Agreements for the International Sale of Goods (CISG) is excluded.

22.2 Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitration of the Stockholm Chamber of Commerce. The arbitration shall take place in Stockholm, Sweden. The arbitration shall be conducted and the arbitration award shall be given in the Swedish language, but evidence may be submitted also in English and witnesses heard in any of the said language.

22.3 Any dispute, controversy or claim arising out of or in connection with the Contract including without limitation existence or potential existence of proceedings, actual proceedings, any oral statements, documents and data submitted, as well as the final award shall be deemed to be confidential information as specified herein.