

General

These general terms and conditions of purchase apply to the sale of products or services by a supplier (the "Supplier") to OKG AB, corporate identity number 556063-3728 ("OKG"), in addition to the specific agreement entered into between OKG and the Supplier regarding the sale (the "Agreement"). OKG is part of the Uniper Group ("Uniper"). The terms and conditions apply to both individual purchases and framework agreements and any deviations must be agreed in writing with OKG to be valid. The terms and conditions may be amended from time to time and the latest version is always available on OKG:s website, www.okg.se/en. Changes to the terms and conditions only apply to sales that occur after the amended version has been made available on OKG:s website.

1 Corporate responsibility

The Supplier undertakes to: (a) comply with Unipers "Supplier Code of Conduct" (Policy) when performing the service or in the sale of the product; (b) provide its staff and subcontractors with the Policy and (c) instruct them to comply with the Policy. The policy in force from time to time can always be found at www.okg.se/en/supplier-information.

2 Alcohol and drugs

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

3 Working environment

OKG:s work environment requirements apply to the Supplier when performing work in environments and workplaces that OKG owns or is otherwise responsible for. The Supplier undertakes to comply with procedures and guidelines, such as workplace rules, which the Supplier is notified of by OKG. If something should occur that means that these procedures and guidelines have not been fulfilled, the Supplier shall immediately notify its contact person at OKG and report the incident on the OKG-app under "observations" or in accordance with OKG:s other instructions, see www.okg.se/en/work-at-okg.

4 Environmental requirements

The Supplier is obliged to comply with OKG:s general environmental requirements applicable from time to time, which can be found at www.okg.se/en/supplier-information.

5 Force majeure

A party is exempt from penalties for failure to fulfil certain obligations under these terms and conditions or the Agreement, if the failure is due to circumstances beyond the party's control and which prevent or significantly complicate the fulfilment of the party's obligations ("Exonerating Circumstance") and which the party could not reasonably have foreseen when the Agreement was entered into and whose effects the party could not prevent or

avoid. An Exonerating Circumstance shall be considered e.g. war, act of war, natural disaster, government action, conflict in the labour market, obvious risk of personal injury or major property damage, and equivalent circumstances.

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

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

6 Terms of delivery

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

7 Complaints

OKG is entitled to file a complaint about defects in delivered goods or provided services within two (2) years as from when OKG noticed or reasonably should have noticed the defect.

8 Terms of payment

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

9 Invoicing, VAT and taxes

Invoices from the Supplier shall always include:

- Full name of the Supplier and address
- Invoice number or a unique sequence number for each invoice based on one or several series
- Date of issue
- Supplier's VAT registration number
- Information that the Supplier is F-tax registered
- Supplier's organisation number
- In case of payment in Swedish currency, the Supplier's Bg/Pg number must be indicated
- In case of payment in foreign currency, the IBAN number and SWIFT code must be provided
- Full name of OKG and address
- OKG:s order number/item number (Each invoice may only contain one order number and item number according to the order confirmation)
- OKG:s reference person
- Invoice amount
- Verifications (time reports, receipts etc)
- Currency

- Value added tax (VAT)
- Indication of whether the invoice is for partial or final payment, credit or self-billing
- Specification of what the invoice relates to (goods or services)
- Date of turnover of goods or services

For VAT, the following also applies

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

For VAT exemption, the following applies

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

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

In case of a reversed payment obligation, the buyer's VAT registration number must be indicated on the invoice.

OKG has the right to return invoices which do not contain the above information and request a new invoice with the correct information. The payment obligation only arises when the invoice with complete information is received. When issuing a new invoice, the due date will be re-calculated taking into account the new arrival date.

Taxes and other charges:

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

10 Late payment interest

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

11 Early termination

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

- the other party materially or repeatedly breaches these terms and conditions or the Agreement without, where possible, remedying the breach within thirty (30) days of the party's receipt of the other party's written request for remedy;
- the other party suspends its payments, enters into composition negotiations, is declared bankrupt, applies for corporate reorganisation or is otherwise presumed to be insolvent; or
- there is a change in the ownership of one party that would have materially and objectively affected the conditions under which the other party had based its decision to enter into the Agreement.

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

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

12 Confidentiality

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

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

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

13 Safety requirements and specific legislation

The activities at OKG:s facilities are security-sensitive activities as referred to in the Security Protection Act (2018:585). The parties

shall therefore plan and undertake all the necessary training and relevant security protection measures that may be required to fulfil the terms of this legislation or to comply with OKG:s rules and guidelines. In the event that the Supplier may have access to such information or security-sensitive operations, a security protection agreement shall first be concluded between the parties and with any subcontractors of the Supplier. At OKG:s request, the Supplier shall provide, and also ensure that subcontractors provide, all necessary information to enable confidentiality checks and issue authorisations for access to OKG:s facilities. Furthermore, at OKG:s request, the Supplier shall promptly replace, and ensure that subcontractors replace, persons in its organisation for the performance of services who are not granted permission or access as described above.

The Supplier undertakes to strictly comply with applicable regulations regarding the handling of information and materials covered by the dual use and export control regulations.

Suppliers within the framework of OKG:s nuclear power operations also undertake to continuously fulfil all obligations in the field of radiation protection and, in accordance with OKG:s detailed instructions and guidelines, to report information regarding external operational experience regarding radiation safety in accordance with the Swedish Radiation Safety Authority's regulations and other applicable regulations.

14 The Swedish Radiation Safety Authority's right of inspection

The Supplier shall provide OKG and the Swedish Radiation Safety Authority with access to all sites where work is performed under the Agreement, for the purpose of reviewing compliance with established QA-plans and procedures related to safety. The Supplier and its subcontractors shall co-operate in all respects with OKG in connection with such audits and provide documentation and personnel as may be requested by OKG.

15 Transfer of rights and obligations

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

16 Audit

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

17 Choice of law and dispute

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

The Rules for Simplified Arbitration shall apply if the value in

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

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

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