

Unless otherwise agreed in writing between OKG and the Supplier, these general terms and conditions for the delivery of products and services apply.

1 Corporate Responsibility

The Supplier undertakes to:

- (a) fully comply with the Uniper Supplier Code of Conduct (hereinafter the Policy) in carrying out the service or producing the product;
- (b) provide its personnel and subcontractors with the Policy; and,
- (c) instruct both these latter to comply with the Policy.

The Supplier can access the full Policy at

<https://www.okg.se/en/work-at-okg>

2 Environmental requirements

In addition to the Supplier Code of Conduct, the Supplier undertakes as set out below.

Hazardous substances in production

In selecting constituent materials, the Supplier shall choose substances that are as environment-friendly as possible. The Supplier may not choose materials that are included in any of the following lists:

The REACH candidate list (list of especially hazardous substances).

REACH Appendix XVII (regulated substances, limitation or prohibitions).

REACH Appendix XIV (substances subject to authorisation).

If it is not possible for the Supplier to supply goods meeting the above requirements, the Supplier shall detail the materials it intends to use and explain why it is not possible to choose materials that are not stated in the above lists. Material selection shall be approved in advance by the Client.

Energy use

The Supplier shall constantly seek to minimise its energy consumption and environmental impact. It shall also work towards minimising its carbon dioxide (CO₂) footprint.

Transport

For transport and the provision of services, the Supplier is expected to use fuel-efficient vehicles with low emissions.

3 Working at OKG

For information regarding working at OKG, see information at

<https://www.okg.se/en>

4 Documentation and information

All documentation and information provided to the Supplier by OKG remains OKG's property and shall be returned to OKG on request. Unless OKG has consented, said documentation and information shall not be used for any purpose other than that for which it was provided.

5 Ownership

Results of assignments (this including developed materials, data files and documents or equivalents) are OKG's property and shall be returned to OKG no later than on assignment completion. The same applies to computer programs ordered by OKG and developed at OKG's expense. In such cases, the

above provisions about materials here extend to source code and all documentation regarding the programme.

Vis-à-vis other customers, the Supplier may only use the results of assignments after agreement with OKG on the form and time of use as well as on the size of any financial remuneration for OKG.

6 Infringement liability

The Supplier shall protect OKG and indemnify OKG in respect of any requirements that, in connection with using the results of the assignment, may arise regarding infringement of patent, copyright or other immaterial property right.

7 Quality and environmental assurance

OKG is entitled, via audits and monitoring, to review the Supplier's quality and environmental management system and its application. Review may be not only at the Supplier's premises, but also at those of the Supplier's subcontractors. Such auditing and monitoring at the premises of the Supplier's subcontractors shall always be in collaboration with the Supplier.

8 Claims

In respect of delivered goods or provided services, OKG is entitled to make claims within the two years that OKG noticed, or should have noticed, any defect.

9 Delivery terms and conditions

Any goods shall be sent DDP (*delivered duty paid*) to OKG Simpevarp, Incoterms 2010. Goods shall be packaged in the way required for the intended transport.

Delivery is not considered completed until full documentation has been received by OKG.

10 Payment terms and conditions

OKG's standard terms and conditions are 60 days net. The payment period runs from the date of correct invoice arrival. Invoicing and administration fees are not paid.

11 Invoicing

Postal address

OKG AB

FE 11198

838 82 Frösön

Email

invoice-sydskraft@uniper.energy

- Send invoice in pdf form

- Only one invoice per e-mail

Supporting documents shall be included in the invoice file.

OKG's order number shall be on the invoice. OKG reserves the right to return any incorrect invoice.

12 Interest on overdue payment

In accordance with Sweden's Interest Act (1975:635), debiting of interest on late payment can only begin after 45 days.

13 Premature termination

Regardless of whatever else is set out in this Agreement, either Party is entitled to give written notice of immediate termination of said Agreement if:

- the other Party in any significant respect, or on repeated occasions, disregards this Agreement without, where so is possible, implementing correction within thirty (30) days of said Party receiving a written request for correction from the other Party; or,
- the other Party stops its payments, initiates composition negotiations with creditors, is declared bankrupt, requests company reconstruction or, in any other way, can be presumed to be incapable of honouring financial obligations.

Each Party's right to terminate this Agreement prematurely shall not limit the Party's right to require compensation in respect of breach of Agreement, irrespective of whether or not termination was premature.

Additionally, OKG is entitled to give written notice of immediate termination of this Agreement if the Supplier exhibits shortcomings in complying with applicable laws, rules or OKG policies (e.g. the Uniper Supplier Code of Conduct). However, for minor infractions of laws, rules and policies, the Supplier shall be given opportunity, in consultation with OKG, to implement measures to avoid further infractions.

14 Confidentiality

[D177E - Commitment of Professional Confidentiality](#)

15 Force Majeure

A Party is released from the consequences of failure to fulfil certain obligations under this Agreement if said failure arises from circumstances (Releasing Circumstances) over which the Party has no control and which prevent or gravely impede satisfaction of the Party's obligations and which the Party could not reasonably have foreseen on the entering into of this Agreement and the effects of which it could not prevent or avoid.

War, acts of war, natural catastrophes, measures taken by public authorities, new or changed legislation, labour-market conflicts (lockouts included therein), evident risk of injury or major damage to property and all circumstances equivalent to any of the foregoing are to be regarded as Releasing Circumstances.

To be released as per the first paragraph above, the Party shall, without delay, inform the other Party of the conditions that constitute Releasing Circumstances. As soon as the impediment has ceased, obligations shall be satisfied as agreed.

Regardless of what is stated above about release from consequences, a Party is entitled, under specified circumstances, to terminate the Agreement with immediate effect if the other Party's satisfaction of certain obligations is delayed by more than two (2) months.

16 Transfer of rights and obligations

A Party may not transfer its rights and obligations under this Agreement without the other Party's written approval. However, without the Supplier's approval, OKG is entitled to transfer, wholly or partly, its rights and obligations under this Agreement to another company in the Uniper group.

17 Choice of law and disputes

Regardless of the rules on conflict of laws, Swedish law shall apply to any disputes. Disputes arising in connection with this Agreement shall be subject to the binding decision of arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (SCC).

If the disputed amount is less than SEK 10 million, the rules for Expedited Arbitration shall be applied.

The arbitration shall be based in Malmö, Sweden. The language of the arbitration shall be Swedish. Regardless of what is stated above, the Parties are entitled to bring actions for undisputed claims before the ordinary courts.

Each Party undertakes to observe confidentiality as regards: (a) decisions and judgements in the arbitration; (b) all materials created for and submitted in the arbitration; and, (c) all other documents submitted by the other Party in connection with the arbitration if it can be proven that said documents were not in the public domain. Exceptions from confidentiality as per the foregoing apply only to obligations: (i) necessarily flowing from binding law or an order from an empowered court or authority; (ii) reasonably flowing from a Party's legitimate interest to protect, satisfy or maintain legal rights or obligations; or, (iii) to implement or censure an arbitration.

18 The right of the Swedish Radiation Safety Authority (SSM) to inspect nuclear activities

So that compliance with established QA plans and procedures relating to safety can be examined, the Contractor shall give the Client and the SSM access to all places where work is carried out as a result of the Contract. The Contractor and its subcontractors shall, in all respects, collaborate with the Client at such examinations and shall provide documentation and personnel as requested by the Client.