

## Jernbro's General Purchase Terms and Conditions for Products

### 1 Definitions

"*The Agreement*" – the agreement entered into by the Parties, of which these general purchase terms and conditions constitute an integral part.

"*Jernbro*" – Jernbro Industrial Services AB or one of its group companies.

"*Delivery*" – the delivery of Products in accordance with the Agreement.

"*Party/the Parties*" – Jernbro and the Supplier, individually or jointly.

"*Products*" – the products, equipment, components, material, hardware, software and other objects to be delivered by the Supplier in accordance with the Agreement.

### 2 Applicability of the terms and conditions

These general purchase terms and conditions shall apply where reference has been made to them at any stage of the procurement process (e.g. in the invitation to tender, the order or in the Agreement).

These general purchase terms and conditions apply between the Parties and take precedence over other terms and conditions drawn up by the Supplier, unless otherwise expressly agreed in writing.

### 3 Order confirmation

The Supplier shall, within five (5) working days of receipt of an order, send an order confirmation to Jernbro, in which the Supplier confirms the order and the delivery date.

### 4 Characteristics of the Delivery, quality, etc.

**4.1** The Supplier is responsible for ensuring that the Delivery complies with the laws and regulations applicable to the Delivery. On request, the Supplier shall provide Jernbro with documentation confirming that the Delivery fulfils these requirements.

**4.2** The Delivery shall, in respect of design, type, quantity, quality and other characteristics, comply with that set out in the Agreement, be fit for purpose, and be what Jernbro could reasonably expect, given industry practice.

**4.3** The Delivery shall be accompanied by safety instructions and other necessary documentation, such as, for example, instructions for installation, assembly, use and/or storage. Moreover, spare parts for the Products must be available for the lifetime of the Products.

**4.4** Each deviation from that prescribed in this section 4 constitutes an error in the Delivery.

### 5 Terms and conditions of delivery

**5.1** Delivery of goods shall be made DDP (Incoterms 2010) to the delivery address specified in Jernbro's order.

### 6 Export and import

**6.1** The Supplier is responsible for obtaining and maintaining any and all import and/or export licences required for the Delivery. The Supplier shall draw up all necessary documentation related to the import and export of the Products.

### 7 Returns

**7.1** Goods included in the Supplier's catalogue range may be returned. Returned Products that are free from defects are to be credited at 100% of invoiced net prices if returned within one (1) month. Products not included in the Supplier's catalogue range may be returned and credited following agreement on a case-by-case basis. Return freight is to be paid by Jernbro.

### 8 Environment and ethics

**8.1** The Delivery shall be performed in an environmentally friendly manner. The Supplier shall actively work to ensure continued environmental adaptation and, as a minimum, comply with environmental and work environment legislation. Upon purchase and use, ecolabelled products or products with an environmental declaration shall be prioritised in accordance with the Swedish Chemicals Agency's Prioritisation Guide (PRIO) and REACH (Registration, Evaluation, Authorisation and Restriction of Chemicals), Regulation (EC) No 1907/2006 of the European Parliament and of the Council, and the International Chemical Secretariat. The products that are used or procured by the Supplier may not be used contrary to the Swedish Chemicals Agency's Restricted substances database and Regulation (EC) No 1907/2006 of the European Parliament and of the Council, or the International Chemical Secretariat's SIN List.

**8.2** The Supplier undertakes to actively work to ensure that there is no corruption, bribery, kickbacks, anti-competitive

practices, discrimination or harassment in any form – either within the Supplier's own organisation or at subcontractors. The Supplier further undertakes to comply with – and ensure that all personnel at the Supplier and at any subcontractors involved in the Delivery comply with – Jernbro's Code of Conduct for Suppliers, which is available at: [www.jernbro.com](http://www.jernbro.com).

### 9 Delivery date and delays

**9.1** The Delivery shall be fulfilled within the agreed period. If the Supplier learns that a Delivery cannot be made within the agreed period, the Supplier shall immediately notify Jernbro in writing as to when the Delivery can be made and shall state the reason for the amended delivery date. Such notification does not limit the Supplier's obligations in other respects.

**9.2** If the Delivery is not made on time, the Supplier shall compensate Jernbro for any losses incurred by Jernbro as a result of the delay.

Without limitation to Jernbro's right to other statutory or contractual compensation, Jernbro shall further be entitled to liquidated damages from the Supplier corresponding to one (1) per cent of the price of the Delivery for each commenced week of delay. The liquidated damages shall not exceed ten (10) per cent of the total price for the Delivery.

**9.3** Irrespective of Jernbro's right to liquidated damages, Jernbro is entitled to cancel the purchase due to the delivery delay to the extent the delay is material to Jernbro.

### 10 Warranty and liability for defects, etc.

**10.1** The Supplier guarantees that the Delivery will be free from defects and deficiencies for a period of two (2) years, calculated as of the delivery date (the Warranty Period). The warranty means that the Supplier shall remedy defects and deficiencies in the Delivery during the Warranty Period, without remuneration. The Seller's warranty liability also applies for warranty work in such a way that a new Warranty Period runs from the date on which remedial work is carried out.

**10.2** In the event of defects in the Delivery, the Supplier shall immediately, at its own expense, remedy the defect at a time and in a manner deemed by Jernbro not to interfere with Jernbro's operation or that of Jernbro's customer. If the Supplier fails to remedy the defect promptly, Jernbro is entitled to remedy the defect at the Supplier's expense or to cancel the purchase.

**10.3** Jernbro is entitled to liquidated damages for the period between a complaint being made and the defect being remedied. The liquidated damages shall be calculated in accordance with section 9.2 above.

**10.4** If the defect has not been remedied by the Supplier within a reasonable period of time following a complaint, Jernbro is entitled to a price reduction corresponding to the difference between the value of the Delivery to Jernbro in its defective and contractual condition.

**10.5** In addition to that stated above, the Supplier shall, in the event of defects affecting the Delivery, pay compensation to Jernbro for each instance of loss incurred by Jernbro as a result of the defect.

**10.6** The Supplier is, in relation to Jernbro, liable for Jernbro's liability for damages to third parties as a result of the Delivery or the Supplier's negligence in general.

### 11 Product liability

**11.1** If the Products contain defects that cause personal injury or property damage at Jernbro or lead to claims for damages against Jernbro occasioned by such injury or damage to a third party, the Supplier shall indemnify Jernbro accordingly.

### 12 Intellectual property rights

**12.1** The Supplier guarantees that the Products (or the use of these) do not infringe the intellectual property rights of third parties. To the extent Jernbro's use of the Products requires the granting of rights, e.g. a licence from the Supplier or a third party, this shall be included in the purchase, and the payment agreed for the Delivery shall also cover the granting of rights.

### 13 Insurance

The Supplier shall at all times maintain public liability insurance and product liability insurance in line with what is customary in the industry, with coverage of not less than ten million Swedish kronor (SEK

10,000,000). The insurance shall cover losses which the Supplier may cause Jernbro, Jernbro's customers or other third parties. The Supplier shall present proof of purchase and maintenance of such insurance not later than in connection with the start of delivery.

#### **14 Documentation, packaging, etc.**

**14.1** The Supplier shall provide such documentation as referred to in section 4.3 not later than in connection with the Delivery. Unless otherwise expressly agreed, the documents shall be provided free of charge to Jernbro and be in the language of the country to which the Delivery is to be made.

**14.2** On termination of the Agreement, the Supplier shall return, or at Jernbro's request destroy, all original documents and copies and other duplicates of documents received from Jernbro or produced to fulfil the Agreement.

**14.3** Goods shall be packaged in such a way that they withstand regular handling. The Supplier is responsible for ensuring compliance with the Swedish Ordinance on Producer Responsibility for Packaging. Packaging for the Delivery shall be placed by the Supplier in the location indicated by the client.

#### **15 Financial matters**

**15.1** Agreed prices are fixed and pertain to a complete Delivery, excluding

VAT (but do include all other taxes, charges, customs duty, etc.). Unless otherwise expressly agreed in writing, the Supplier is thus not entitled to additional remuneration for overtime work, per diem expenses, travel or accommodation expenses, invoicing charges, administrative charges, etc.

**15.2** Invoicing shall be performed following completion of Delivery.

**15.3** Invoices shall be issued within two (2) months of the date on which Delivery was made. If no invoice is issued, the Supplier's right to claim remuneration for the Delivery lapses.

**15.4** Invoices shall contain the information set out in the instructions regarding the content of invoices, which are available at [www.jernbro.com](http://www.jernbro.com). No reminder fees or collection fees shall be payable if the invoice is returned due to incomplete information.

**15.5** Payment shall be made within sixty (60) days of Jernbro having received a correct invoice, provided that the Supplier has delivered the Products in accordance with the Agreement.

**15.6** Jernbro's payment of an invoiced amount shall not be deemed to constitute any approval on Jernbro's part of the Supplier's performance of its agreed obligations.

**15.7** In the event of late payment, statutory penalty interest shall be payable. If an overdue invoice has not been paid, despite payment reminders being issued, the Supplier shall, prior to a collection demand being sent, contact the person at Jernbro responsible for the Agreement with the Supplier or the person who placed the order referred to in the invoice, and inform him/her about the late payment.

#### **16 Confidentiality**

**16.1** The Supplier undertakes, without limitation in time, not to disclose to any third party Confidential Information received from Jernbro, its customers or subcontractors, or information that the Supplier produces in connection with performance of the Delivery. The Supplier further undertakes to only use such Confidential Information for performance of the Delivery.

**16.2** "Confidential Information" in this section 16 means all information of a scientific, technical, commercial or other nature, whether the information has been provided orally or in writing or been documented on data media or in another format, with the exception of:

- (a) Information that the Supplier can demonstrate was lawfully in the Supplier's possession prior to the disclosure or use of the information;
- (b) Information that is public knowledge or that enters the public domain other than by means of the Supplier breaching this commitment or failing to act, or any other act of the Supplier; or
- (c) Information received from a third party that is lawfully entitled to possess such Confidential Information and is not bound by any duty of confidentiality in respect of the information.

#### **17 Publicity and marketing**

**17.1** The Supplier may not use Jernbro's company name or trademarks, or otherwise refer to Jernbro in advertising, other marketing, or presentations (oral or written), without first obtaining written consent from Jernbro. Furthermore, the Supplier is not entitled to issue any press release or other public statement to do with the Agreement without Jernbro's consent.

#### **18 Termination**

**18.1** As far as unperformed elements are concerned, Jernbro is entitled to terminate the Agreement, or part of the Agreement, without providing a

reason and with notice of termination of thirty (30) days, whereupon remuneration shall be paid for work performed and Material delivered up to the date of termination of the Agreement.

**18.2** Notwithstanding any other provision in this Agreement, either Party is entitled to terminate this Agreement, with immediate effect, at any time, or at a later date determined by the terminating Party if (a) the other Party materially breaches the Agreement and fails to take corrective action within thirty (30) days of receiving written notice thereof (the written notice shall include a clear explanation of the nature of the breach of contract); (b) the other Party fails to fulfil its obligations in accordance with statutory provisions or collective agreements (e.g. in respect of VAT registration, payment of

social security contributions and taxes, use of "undeclared workers", etc.); or (c) the other Party goes into liquidation, is declared bankrupt or may be deemed insolvent. In the event that the Agreement is terminated pursuant to this section or section 9.3, the terminating Party shall also be entitled to compensation for any losses incurred.

#### **19 Other provisions**

**19.1** Neither Party may transfer the Agreement to any third party without the other Party's written consent. Jernbro is entitled to transfer the Agreement to another company in its group of companies.

**19.2** The Agreement shall, in all respects, be governed by the substantive law of Sweden. Disputes arising out of this Agreement shall be finally settled through arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce ("SCC"). The SCC Rules for Expedited Arbitration shall apply if the amount in dispute is less than one million Swedish kronor (SEK 1,000,000). If the amount in dispute is, or exceeds, one million Swedish kronor, the SCC Arbitration Rules shall apply. The arbitral tribunal shall consist of a sole arbitrator if the amount in dispute exceeds one million Swedish kronor but is less than ten million Swedish kronor (SEK 10,000,000). If the amount in dispute is, or exceeds, ten million Swedish kronor, the arbitral tribunal shall consist of three arbitrators. The amount in dispute includes the relief sought by the claimant in the request for arbitration, as well as counterclaims made in the answer to the request for arbitration. The arbitral proceedings shall take place in Stockholm and be in Swedish. Both the arbitral proceedings and the arbitral award shall be confidential.