

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

### 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 Service, including the Material, documentation, drawings and written instructions required in accordance with the Agreement.

*"Material"* – products that the Seller is to deliver in combination with the Service as per the Agreement.

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

*"Service"* – an activity or function, with or without delivery of Material, ordered by Jernbro and provided by the Supplier. Unless otherwise agreed, this definition includes equipment and aids required to perform the Service.

### 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. The Delivery shall also be performed with the skill and care that may be expected of professional and competent individuals with experience of performing similar Services.

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

### 5 Undeclared workers

**5.1** The Supplier undertakes to actively work to ensure that no "undeclared workers" are used – either within the Supplier's own organisation or those of subcontractors involved in the Delivery. The Supplier shall, at Jernbro's request, make documentation available proving that the Supplier – and any subcontractors involved in the Delivery – has/have fulfilled its/their obligations with regard to payment of taxes and social security contributions. If the Supplier is unable to provide this documentation within five (5) working days of such a request, Jernbro is entitled to terminate the Agreement in accordance with section 15.2. If it becomes clear, through a legally binding judgement or a decision of a public authority, that the Supplier – or a subcontractor involved in the Delivery – has used undeclared workers, the Supplier shall pay liquidated damages to Jernbro of one million Swedish kronor (SEK 1,000,000). Payment of liquidated damages does not affect Jernbro's right to compensation for any losses incurred by Jernbro as a result of the incident.

### 6 Environment, safety and ethics

**6.1** 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 applicable 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.

**6.2** The Supplier shall comply with local work and safety regulations applicable at the workplace in question, and provide its personnel with information about these. These include, among other things, rules concerning ID cards, background checks, lock and key arrangements, hot work, and duty of care and confidentiality. At the end of the assignment, the Supplier is responsible for ensuring that all keys/cards are returned.

**6.3** 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).

### 7 Personnel and subcontractors

**7.1** The Supplier shall perform the Delivery using personnel with adequate and sufficient skills and who are otherwise suitable for the assignment. At Jernbro's request, the Supplier shall replace a person to whom the Supplier has assigned tasks in accordance with the Agreement, if the person in question is unsuitable for the task, or if Jernbro deems there to be cooperation difficulties. Replacement of the person in question shall take place as soon as is reasonable.

**7.2** The Supplier is not entitled to employ subcontractors to perform the Delivery without obtaining written consent from Jernbro. If the Supplier uses a subcontractor for the Delivery, the Supplier is responsible for the subcontractor in the same way as for its own work.

### 8 Delayed delivery

**8.1** 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.

**8.2** 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.

**8.3** 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.

### 9 Consequences of defects, etc.

**9.1** 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 of a Service.

**9.2** 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 8.2 above.

**9.3** 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.

**9.4** 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.

**9.5** 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.

### 10 Intellectual property rights

**10.1** The Supplier irrevocably transfers ownership and the right of use, as well as all other rights, attributable to the result of the Delivery to Jernbro. This also entitles Jernbro to change and modify the result of the Delivery and to transfer such rights onwards. The said rights are transferred to Jernbro on handover of the result of the Delivery.

**10.2** The Supplier guarantees that the results of the Delivery do not infringe the intellectual property rights of third parties. To the extent Jernbro's use of the Delivery 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.

#### **11 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) per year and loss. 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.

#### **12 Financial matters**

**12.1** Agreed prices are fixed, not index-linked, 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.

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

**12.3** 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.

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

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

**12.6** 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.

**12.7** 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.

#### **13 Confidentiality**

**13.1** The Supplier undertakes, without limitation in time, not to disclose to any third party Confidential Information received from Jernbro, other companies in the Jernbro Group, 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.

**13.2** "Confidential Information" in this section 13 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.

#### **14 Publicity and marketing**

**14.1** 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.

#### **15 Termination**

**15.1** As far as unperformed elements are concerned, Jernbro is entitled to terminate the Agreement, or parts 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.

**15.2** 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 8.3, the terminating Party shall also be entitled to compensation for any losses incurred.

#### **16 Other provisions**

**16.1** 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.

**16.2** 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.