

Purchase Conditions Vattenfall N.V.**Article 1 Definitions**

Parties:	Vattenfall and Contractor
Vattenfall:	Vattenfall N.V., part of the Vattenfall group, with its registered office in Amsterdam, the Netherlands, as well as each of its subsidiary companies.
Contractor:	Every party that enters into an Agreement with Vattenfall, as well as any third parties called upon by the first named party, for the purpose of honoring the Agreement.
Agreement:	Every multilateral legal transaction between Vattenfall and the Contractor which has been confirmed in writing by Vattenfall and to which the Conditions have been declared to be applicable.
Work:	The goods that are delivered and/or the services that are provided and/or the work that is carried out by the Contractor in accordance with the Agreement.
Conditions:	The present Vattenfall Purchase Conditions.

Article 2 Deviation from the conditions

1. These Conditions can only be deviated from in writing.
2. The Contractor's general conditions, regardless of their title, are not applicable and are hereby expressly rejected.

Article 3 Delivery of goods

1. Delivery will take place at the agreed location in accordance with the ICC Incoterms 2020, Delivery Duty Paid conditions.
2. If the Contractor expects to exceed the delivery time,

he will report this immediately to Vattenfall in writing, stating the reason why it is expected that the delivery time will be exceeded.

3. The goods must be suitably packaged, marked in accordance with the instructions issued by Vattenfall and accompanied by all the documentation that is required to be able to use the goods as intended, as well as all the agreed inspection, examination, testing and verification documents.

4. Vattenfall will gain ownership of all the delivered goods at the time of receipt at the location of delivery, unless the goods are to be assembled or installed by the Contractor. In that instance, Vattenfall will gain ownership of the goods at the moment that the goods are in an operational condition.

Article 4 Prices and payment

1. The prices are fixed, cover all the costs and exclude VAT and credit restrictions.
2. Payment will take place for SMEs within thirty (30) days after receiving the invoice and after the Work has been delivered in full and in good order according to the Agreement. For parties that do not fall under the definition of SME, payment will take place within sixty (60) days after receiving the invoice.
3. If the Work does not comply with the Agreement, Vattenfall is entitled to suspend payment in full or in part in proportion to the shortcoming.
4. Payment does not diminish any of Vattenfall's rights in any way.

Article 5 Guarantee

1. The Contractor guarantees that the Work will be in accordance with the Agreement, that it will be free of shortcomings, that it will meet the strictest requirements with regard to craftsmanship and quality and that it will be suitable for Vattenfall's intended objective.
2. The Contractor guarantees that its way of executing the Agreement and its Work will meet all legal requirements and the customary standards of the sector.
3. All faults and shortcomings in the Work will be rectified free of charge, immediately and in full by the Contractor. If the Contractor does not meet its obligation to rectify faults or shortcomings within a reasonable time after it has been informed of such by Vattenfall or if it concerns an urgent situation,

Vattenfall is authorised to have the faults or shortcomings rectified by a third party and the costs of such action are to be met by the Contractor.

4. The Contractor is not permitted to contract out any of its obligations resulting from the Agreement, either in part or in full, without prior written permission to do so from Vattenfall. Vattenfall has the right to place conditions on this permission.

Article 6 Ethical clause

1. The Contractor confirms that they acknowledge Vattenfall's "Code of Conduct for Suppliers and Partners", as amended or adjusted from time to time (the Code). The Code valid at the time of Agreement signing for the Contractor is attached to this Agreement as Appendices.

The Contractor further agrees that it respects and acts according to the principles of the UN Global Compact on which the Code is based and that it has policies, procedures and programs in place to ensure compliance with the principles from the UN Global Compact and applicable national legislation.

2. Either Party shall be entitled but is not obliged to conduct or have conducted an inspection of the other Party and its Affiliates for the sole purpose of determining compliance with the Code and the UN Global Compact principles including processes to ensure monitoring compliance there of as it relates to the performance of this Agreement (the "Purpose"). Any such inspection shall be made during normal business hours and only at the other Party's and its Affiliates offices or operations that are involved in the performance of this Agreement. Either Party is thereby for the Purpose, inter alia, entitled to visit permitted sites, review management systems and interview employees and managers. The inspections may be conducted by the requesting Party or by a reputable third party auditing firm reasonably acceptable to the other Party. Each Party agrees to cooperate to the extent possible and reasonable in order to facilitate the inspection and will use its best endeavours to ensure that its Affiliates do the same. The inspection rights do not encompass access to confidential or proprietary information.

3. Vattenfall has the right to terminate the Agreement without notice, if the Contractor and/or its Affiliates, offices or operations involved in the performance of this Agreement demonstrably commits or has committed a breach of the Code or the UN Global Compact principles, which is so severe that continuing with the Agreement until the end of its term is

reasonably unacceptable, and, in case rectification is possible, if the Contractor and/or its Affiliate do not rectify the non-compliance within a reasonable period of time following a written notification.

4. For the purpose of this clause, "Affiliate" shall mean with respect to a Party any entity which is directly or indirectly

(i) controlled by that Party; or

(ii) owning or controlling that Party; or

(iii) under the same ownership or control as that Party.

Article 7 Liability and insurances

1. The Contractor is liable to pay compensation for all the damage (including judicial and extrajudicial costs) that Vattenfall suffers as a result of or in connection with the execution of the Agreement or as a result of the Work delivered by the Contractor.

2. The Contractor is obliged to sufficiently insure, and to remain insured, against liability as stated in the previous paragraph.

3. Unless it is proven that Vattenfall is at fault, Vattenfall is not liable for any damage that the Contractor may suffer.

Article 8 Processing of Personal Data

1. To the extent the delivery of the Goods and/or Services or otherwise the co-operation under Agreement and any Orders submitted under it, involve processing of personal data, such processing shall be subject to a Data Processing Agreement in the format set out in Appendix 1.

2. Where the Data Processing Agreement and the Main Agreement have similar obligations the obligations in the Data Processing Agreement shall prevail.

3. Contractor shall comply with Regulation (EU) 2023/2854 ("Data Act") and all obligations arising from it that apply to Contractor's activities under this Agreement. Contractor shall implement and maintain appropriate technical, organisational, and contractual measures to ensure ongoing compliance. Upon Vattenfall's reasonable request, Contractor shall provide information demonstrating such compliance.

4. In the event of a violation of the foregoing clauses by the Contractor, persons working for the Contractor, or any third party engaged directly or indirectly by or through the Contractor in connection with the performance of the Agreement, Vattenfall shall be

entitled to immediately suspend the Agreement or to dissolve it without judicial intervention and without notice of default.

Article 9 AI-systems

1. Contractor shall notify Vattenfall in writing prior to delivery which (parts of) the Work constitute an AI system within the meaning of the AI Act and shall confirm the risk category and compliance with applicable AI legislation.
2. Without prior written consent from Vattenfall, Contractor and any third parties engaged by Contractor shall not use any data or outputs provided by Vattenfall for training or improvement of AI models. All rights to output generated by the AI system are the property of Vattenfall.
3. Contractor shall provide for each AI system adequate documentation regarding intended purpose, capabilities, limitations, known risks and required measures for human oversight, and shall keep this documentation up to date.
4. Contractor shall take for each AI system reasonable measures to prevent bias and discriminatory outcomes and shall guarantee that adequate human control is possible.
5. Contractor shall immediately notify Vattenfall of AI-related incidents, security breaches or non-compliance and shall take immediate corrective measures.
6. Contractor shall obtain prior written consent from Vattenfall before materially expanding or modifying the use of AI within the Work. Any such request shall be accompanied by the additional documentation referred to in clause 3.

Article 10 Termination

1. Vattenfall has the right to terminate the Agreement with immediate effect without legal intervention if the Contractor does not deliver the Work within the time stated in the Agreement or, in the reasonable judgement of Vattenfall, will not be able to deliver the Work within the time stated in the Agreement, as well as if there is any doubt with regard to the Contractor's professional morality or professional integrity as, among other, stated in Vattenfall's Code.
2. Both Vattenfall and the Contractor have the right to terminate the Agreement with immediate effect without legal intervention if the other party submits an application for bankruptcy, is declared bankrupt or requests suspension of payments.

3. This right also applies if one of the contracting parties has taken a decision to dissolve the legal entity or company or is in a situation of force majeure for more than fourteen (14) days.

4. The aforementioned right also applies if the Contractor transfers the business operations or control thereof to another party without Vattenfall's written consent.

Article 11 Cancellation

Vattenfall is entitled to terminate the Agreement with due observance of a notice period as stipulated in the Agreement. If no notice period is included in the Agreement, Vattenfall can terminate the Agreement with due observance of a reasonable notice period, also in view of the duration of the Agreement.

Article 12 Confidentiality

1. The Contractor will keep confidential all information that it has obtained, either directly or indirectly, from or concerning Vattenfall, unless Vattenfall has expressly indicated that such information is not of a confidential nature, or which the Contractor could reasonably consider to be of a confidential nature.
2. The Contractor shall oblige the persons working under him or third parties engaged by him to comply with this confidentiality obligation.
3. The Contractor cannot make any public announcements concerning the Agreement without prior written permission to do so from Vattenfall.
4. In the event of a violation of the foregoing clauses by the Contractor, persons working for the Contractor, or any third party engaged directly or indirectly by or through the Contractor in connection with the performance of the Agreement, Vattenfall shall be entitled to immediately suspend the Agreement or to dissolve it without judicial intervention and without notice of default.

Article 13 Intellectual property rights and other property rights

1. The Contractor guarantees that the use of the Work will not infringe any intellectual property rights or any other rights of third parties.
2. All the intellectual rights and/or industrial property rights that may result within the scope of the Agreement will be the property of Vattenfall. Upon Vattenfall's request, the Contractor shall cooperate in transferring such rights to Vattenfall or, where transfer

is not possible, grant a perpetual, royalty-free and irrevocable licence.

Article 14 Transfer

Vattenfall is entitled to transfer all rights and obligations arising from the Agreement in whole or in part to entities within the Vattenfall Group, to which the Contractor hereby irrevocably cooperates in advance by signing the Agreement. The assignment or transfer of the legal relationship shall be deemed to be effected following written notification thereof from Vattenfall to the Contractor.

Article 15 Applicable law

1. Dutch law, with the exclusion of the Vienna Sales Convention (CISG), is applicable to every Agreement.
2. All disputes between the parties that cannot be settled amicably will be definitely settled by the authorised Dutch judge in Amsterdam.