

Strängbetong General Purchasing Terms and Conditions

1. **Applicability:** These general purchasing terms and conditions are applied by AB Strängbetong in connection with the purchase of goods, materials, services, consultants and construction works, etc. ("goods or services") to the extent that individually negotiated contracts do not provide otherwise. Where the seller applies its own general delivery or sales terms and conditions, Strängbetong's terms and conditions take precedence in case of conflicting terms, unless the parties have agreed otherwise in writing.

2. **Seller/supplier:** For the purposes of these terms and conditions, "seller" or "supplier" means a supplier in relation to AB Strängbetong.

3. **Contract terms:** Unless otherwise agreed, the standard contracts of the Swedish construction sector in the AB-family – AB 04, ABT 06, ABK 09, ABM 07, AB-U 07 and ABT-U 07 apply, with the amendments and additions set out in these terms and conditions. For purchases that do not fall within the scope of any of these standard contracts, the Swedish Sales Act (*Sw. Köplagen*, 1990:931) applies. Agreed prices are fixed. No additional expenses shall be invoiced without a specific prior written agreement. The terms and conditions are deemed to be confirmed by the supplier if the supplier did not notify AB Strängbetong to the contrary in writing at the latest in connection with order confirmation, in which case the contract negotiations will continue.

4. **Delivery and freight conditions:** The supplier shall make its delivery within the agreed time limit, at the specified price and with the specified quality and quantity. Where the contract does not specify such terms, delivery shall be made within 24 hours of the date of the order at a price corresponding to the best market price and quality normally applied to the type of goods or service in question. If this is not complied with, the supplier shall compensate AB Strängbetong with 5 % of the total order per week of delay on the relevant order. The supplier shall not charge packing costs or the like. The supplier shall be responsible for goods in transit from the supplier to the agreed delivery address. Delivery shall be free of charge to the delivery address indicated by AB Strängbetong.

5. **Insurance:** Unless otherwise provided in the contract, the supplier shall have normal liability insurance in respect of its activities. At the request of AB Strängbetong, the supplier shall provide a valid certificate of insurance.

6. **Duration of the contract:** The contract remains in force until the goods or services are delivered. Renewal of the contract requires a new order from AB Strängbetong. Regardless of the foregoing, any remaining obligations under the contract continue to apply between the parties. AB Strängbetong has the right to cancel the goods or services before delivery by written notice to the seller and in such case is not obliged to pay any other compensation than remuneration for work already done.

7. **Payment and invoicing terms:** See billing terms and conditions at www.strangbetong.se. All invoices, order confirmations and delivery notes/packing notes must be clearly marked with AB Strängbetong's specific purchase order number or contract number. All invoices will be sent as e-invoices or exceptionally by e-mail in PDF format to faktura@strangbetong.se (for further instructions on invoicing, see www.strangbetong.se/om-strangbetong/for-leverantorer). Invoicing fees, dispatch costs or the like are not accepted by AB Strängbetong. Invoices shall have a 60 days' payment period. In the event of late payment, the supplier shall not charge any interest for late payment or reminder fees if the amount of the invoice is less than SEK 200. Otherwise, the Swedish Interest Act (*Sw. räntelagen*) shall apply. In addition to our invoicing terms, the following terms and conditions shall apply with regard to the construction industry holidays: Invoices

received between 16 June and 30 June fall due for payment no earlier than 7 August. Invoices received in July fall due no earlier than 7 September. Pledge, assignment or transfer of invoices (for example to factoring companies) must be approved in writing by Strängbetong before such a transfer is permitted. The supplier is responsible, provided that Strängbetong gives such prior written consent, to inform the new payee about the payment terms. Should the supplier transfer claims without prior written consent, this is a material breach of contract which entitles Strängbetong to terminate the contract.

8. **Requirements relating to compliance, ethics, quality and environment, etc.:** It is essential for Strängbetong that the seller complies with all the requirements under applicable laws, regulations and collective bargaining agreements. The supplier shall pay its taxes and fulfil its obligations towards the state, municipalities and public authorities. The supplier must comply with AB Strängbetong's code of conduct for suppliers (available at www.strangbetong.se) as applicable from time to time. AB Strängbetong prefers cooperation with ISO 9001 and 14001 certified suppliers. In any case, the supplier shall have in place environmental and quality management systems with corresponding requirements, adapted to the activities carried out by the supplier.

9. **Sanctions:** AB Strängbetong does not accept goods or materials originating in Russia, Belarus or the territories of Ukraine under Russian occupation (e.g. Crimea, Sevastopol, Donetsk and Luhansk). The seller warrants (a) that the seller has carried out and will operate in accordance with applicable economic, commercial or financial sanctions laws, regulations, embargoes or restrictions imposed or enforced from time to time by a sanctioning authority ("Sanctions"), (b) that the seller has put in place and maintains policies and processes designed to adequately comply with the applicable Sanctions, and (c) that no goods nor materials supplied by the seller to Strängbetong, regardless of the Sanctions, originate in Russia, Belarus or the territories of Ukraine under Russian occupation. If the seller breaches any of the warranties, Strängbetong has the right, of its choice, to terminate the parties' contract or require the seller to take back the goods and/or the material in question without delay at the seller's own expense and to refund the purchase price. In addition, the seller will compensate AB Strängbetong for the damage suffered by AB Strängbetong.

10. **Confidentiality:** The Parties undertake not to disclose any confidential information received due to the contract. Confidential information received shall not be used for purposes other than for complying with the party's rights and obligations under the contract, unless the other party consents to other use in writing. The party undertakes to destroy or return immediately at the expiration of the agreement any confidential information received, with the exception of copies stored in accordance with law. This provision shall not prevent a party from supplying such information as is required by applicable laws and regulations or by decisions of public authorities. Confidential information does not include information which was already in the possession of the receiving party at the time the information was received or which was or becomes generally known without a breach of an obligation of confidentiality. A party shall not, without the other party's written consent, use the other party's names or logos or otherwise refer to the other party in any form of marketing.

11. **Dispute:** Any dispute arising out of the contract (including these terms and conditions) shall be settled by Swedish general courts (*Sw. allmän domstol*) unless otherwise agreed. The contract shall be governed by the substantive laws of Sweden.