



Senergia General Procurement terms

These are the standard general terms for Procurement of goods and services.

SUPPLIER

Communication:

- The supplier must promptly communicate any potential delays, quality issues, or changes.

Documentation:

- The supplier should maintain accurate records related to the materials supplied.

Compliance:

- Suppliers must adhere to legal, environmental, and safety regulations.
- Suppliers must adhere to Senergia's Supplier Code of Conduct.

Invoicing:

- Invoices shall be marked with the reference information requested by the purchaser. Invoices that are incorrectly marked will be returned. The invoice must indicate the discount rate for discounted products.
- All invoices should be sent to invoice@senergia.se.

PURCHASE ORDERS

PO:

- All orders shall be done with a written Purchase Order (PO). By accepting the PO, the supplier approves and acknowledges the terms specified on the PO. This is included, but not limited to: product type, product volume, price, incoterms, and delivery time.



Order confirmation:

- The supplier must always return with an order confirmation on the placed order. The order confirmation shall include ordered products, prices, delivery times and any other important information.

Deliveries and delays:

- In case of delays, the supplier shall immediately notify the purchaser. All delays must be approved in writing by the purchaser or shall otherwise be considered cancelled.
- If the delivery is more than 14 days late, Senergia has the right to claim 2% compensation of the order value, for each delayed week, up to 15% of the total order value.
- Senergia will charge an administrative fee of €350 if the Senergia PO reference is missing on the physical delivery documents

Packaging:

- Packing and notification shall always be done according to Senergia's current requirements for delivery and handling of ordered goods.

Claims:

- All products delivered must conform to the order and be free of any defects. If a delivery does not meet these standards, the Supplier must replace the product to the final customer within 14 days of receiving the complaint.
- Senergia has the right to replace the product and charge the Supplier for the cost of replacement, handling, and transport if the Supplier fails to do so within the specified time.
- It is always the responsibility of the supplier to handle any reverse logistics of products sold.
- The Supplier gives Senergia the right to scrap any goods not taken back by the Supplier within 14 days.



- The Supplier must handle all customer inquiries regarding troubleshooting or functionality issues directly with the installer / final customer. The Supplier is solely responsible for any costs incurred from troubleshooting.

Quality and Specifications:

- The supplier must provide materials that meet the specified quality standards and technical specifications outlined in the purchase order.

Timeliness:

- Deliveries should be made within the agreed-upon timeframes. Late deliveries may result in penalties or contract termination.

DELIVERIES

Packaging and Handling:

- Materials must be securely packaged to prevent damage during transit. Clear handling instructions should be provided.

Shipping and Transportation:

- The supplier is responsible for arranging safe transportation. Any damage during shipping should be reported immediately.

Delivery Location:

- Materials should be delivered to the specified location (e.g., warehouse, production facility).

Inspection:

- Upon delivery, the buyer has the right to inspect the goods for conformity and quality.
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OTHER NON-CONFORMITIES

**Customer Complaints:**

- If the customer detects a fault or issue with the product, they shall notify the manufacturer directly.

ESG

- The supplier must actively work to meet industry requirements for proactive work in the areas of sustainability, quality and occupational health and safety.
- The purchaser shall have access to the supplier's management system and all certificates, policies, and other documents that highlight the supplier's ongoing work to comply with the ten principles of the UN Global Compact and to reduce/compensate for its emissions in these matters at least once a year.
- Furthermore, the purchaser has the right to request an audit of the supplier, its documents, and its workplaces.

Code of Conduct:

- The Supplier shall follow any demands related to compliance and Code of Conduct (Appendix 1). Any breach against the Code of Conduct is a fundamental breach of this contract.

SETTLEMENT OF DISPUTES

- Swedish law shall govern this Framework Agreement. Disputes arising from this Framework Agreement shall be settled by arbitration administered by the Stockholm Chamber of Commerce.
- The Rules for Expedited Arbitrations shall apply, unless the Stockholm Chamber of Commerce determines that the Arbitration Rules of the Stockholm Chamber of Commerce Arbitration Institute shall apply. In the latter case, the Stockholm Chamber of Commerce shall also decide whether the arbitral tribunal shall consist of one or three arbitrators. The seat of arbitration shall be Stockholm. The arbitration panel ruling shall be confidential.