

General terms of Purchase Statkraft UK Ltd specific

These terms of purchase comprise part of the order. Any deviating terms shall have no effect on the purchase, unless approved in writing by Statkraft.

1. Interpretation, Formation and Incorporation

- 1.1 In these terms and conditions of purchase, “**Supplier**” and “**Goods**” shall have the meaning given to them in the accompanying purchase order (“**Order**”). “**Contract**” shall mean the contract between the Statkraft entity designated as the purchaser in the Order (“**Statkraft**”) and the Supplier for the sale of Goods formed in accordance with the Order and these terms.
- 1.2 Subject to any variation under **Condition 9.6**, the Contract will be upon these terms and conditions to the exclusion of all other terms and conditions, including any terms or conditions which the Supplier purports to apply under any acknowledgement or confirmation of order, quotation, specification, delivery note, invoice or similar document, whether or not such document is referred to in the Contract.

2. Price

- 2.1 Subject to the Supplier performing its obligations in accordance with the terms of the Contract, Statkraft shall pay the Supplier the price for the Goods plus value added tax (“VAT”) as detailed on the Order. The price shall be inclusive of all costs and expenses incurred by the Supplier including all packaging, insurance, carriage and delivery costs.
- 2.2 **The Supplier** shall not be entitled to increase the prices detailed on the Order in any circumstances.

3. Payment

- 3.1 Unless otherwise agreed, payment shall be made 30 days after the latest of receipt of both approved delivery and a correct invoice with any agreed attachments (if applicable). Each invoice shall be a valid added tax invoice. No payment made by Statkraft shall constitute acceptance by Statkraft of the Goods or otherwise prejudice any rights or remedies which Statkraft may have against the Supplier including the right to recover any amount overpaid or wrongfully paid to the Supplier.
- 3.2 If any undisputed sum payable under the Contract is not paid on or before the due date for payment the Supplier shall be entitled to charge Statkraft interest on that sum at 2 (two)% per annum above the base lending rate from time to time of the Bank of England from the due date until the date of payment (whether before or after judgment), such interest to accrue on a daily basis.
- 3.3 No invoice charge or any other charges shall apply in respect of the purchase unless this has been expressly stated in the Order.

- 3.4 Statkraft has the right to set off any claim it has against the Supplier towards any amount payable to the Supplier under the Contract.

4. Delivery

- 4.1 Delivery is deemed to have taken place when the Goods and any agreed documentation has been received at the agreed location. The documentation shall be in English unless otherwise agreed.
- 4.2 Time for delivery shall be of the essence. If the Supplier knows or has any reason to assume that delivery will be delayed from the date specified on the Order or as otherwise agreed between the parties, notice shall immediately be given to Statkraft together with the reason for the delay and information concerning the duration of the delay. Without prejudice to Statkraft’s other rights under the Contract, the Supplier shall be liable for any loss suffered by Statkraft as a result (whether directly or indirectly) of any delays.
- 4.3 The terms of delivery shall be interpreted in accordance with Incoterms 2010 issued by the International Chamber of Commerce. Where no Incoterm is referred to within the Order, risk shall pass on approved delivery.
- 4.4 Title to the Goods passes upon delivery, or upon payment if payment occurs earlier.

5. Quality

- 5.1 The Supplier is responsible for ensuring that Goods and delivery are in compliance with the Order. Statkraft will not be deemed to have accepted the Goods until it, at its own expense and option, following a reasonable period of notice being given to the Supplier, inspects and checks the Goods following delivery.
- 5.2 If a delivery or part of delivery does not satisfy the stipulated requirements and specifications, Statkraft may reject it or part of it, however slight the breach may be. Statkraft’s quality control and approval does not relieve the Supplier of any obligations the Supplier has assumed in accordance with the Order.

6. Warranties

- 6.1 The Supplier warrants, represents and undertakes to Statkraft that the Goods will, for 24 months following delivery of the Goods.:
- 6.1.1 be of satisfactory quality within the meaning of the Sale of Goods Act 1979, and fit for any purpose held out by the Supplier or made known to the Supplier either in writing or orally at or prior to the Contract being formed;
- 6.1.2 be free from defects in design, material and workmanship;

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- 6.1.3 correspond in every respect with any specifications, drawings, samples or descriptions provided by Statkraft;
- 6.1.4 comply with all statutory requirements, regulations and voluntary codes of conduct relating to the Goods and their sale and supply; and
- 6.1.5 will be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health.
- 6.2 The Supplier warrants that neither the Goods, nor their use, resale or importation, infringes the Intellectual Property Rights of any person except to the extent that any infringements arise from any specifications, drawings, samples or descriptions provided by Statkraft.
- 6.3 Without prejudice to any additional rights that Statkraft may have, if there is a breach of any of the provisions of **Condition 6.1**, the Supplier will, as soon as possible and at its own expense, either, at Statkraft's option, replace or repair the Goods or any part thereof so that it is without errors or deficiencies of any type. Any replacement or repaired products shall attract the same warranty as set out above and the applicable warranty period shall run from the date that the remedy was effected.
- 6.4 The Supplier shall indemnify, keep indemnified and hold harmless Statkraft in full and on demand from and against all liabilities (including any tax liability) direct, indirect and consequential losses, damages, claims, proceedings and legal costs (on an indemnity basis), judgments and costs (including costs of enforcement) and expenses which Statkraft incurs or suffers directly or indirectly in any way whatsoever as a result of a breach of, or a failure to perform or defect or delay in performance or negligent performance of, any of the Supplier's obligations under the Contract or where Statkraft has terminated the Order, as a result of the Supplier's breach, failure defect or delay.
- 7. Order of Precedence**
- 7.1 If there are any inconsistencies between the documents, the following order of precedence shall apply:
- Order
 - These "General Terms of Purchase"
 - Any drawings
 - Invitation to tender
 - The tender
- 8. Advertising**
- 8.1 The Supplier must obtain the prior approval of Statkraft if for advertising purposes or otherwise it wishes to give the public information about the order beyond stating the delivery as a general reference.
- 9. General**
- 9.1 Time shall be of the essence in respect of all dates, periods and timescales with which the Supplier is required to comply under the Contract and any dates, periods and timescales which may be substituted for them by the agreement in writing of the parties.
- 9.2 Statkraft's rights and remedies set out in the Contract are in addition to and not exclusive of any rights and remedies provided by law.
- 9.3 Any delay or failure by Statkraft in exercising, or any partial exercise of, a right or remedy under or in connection with the Contract shall not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy.
- 9.4 The Supplier shall not be entitled to assign, transfer, charge, hold on trust for any person or deal in any other manner with any of its rights under the Contract or to sub-contract any of its obligations under the Contract without the prior written consent of Statkraft.
- 9.5 Statkraft's rights under this Agreement may be enforced by any subsidiary of Statkraft AS (as defined in s.1159 Companies Act 2006). Other than this, the parties do not intend that any term of the Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person other than the parties.
- 9.6 No variation to the Contract shall be valid unless in writing and duly signed by Statkraft.
- 10. Anti-Corruption**
- 10.1 The Supplier shall, and shall procure that its officers, employees, agents, sub-contractors and any other persons who perform services for or on behalf of it in connection with the Contract shall:
- 10.2 not commit any act or omission which causes or could cause it or Statkraft to breach, or commit an offence under, any laws relating to anti-bribery and/or anti-corruption;
- 10.3 comply with Statkraft's Code of Conduct regarding anti-corruption as updated from time to time;
- 10.4 keep accurate and up to date records showing all payments made and received and all other advantages given and received by it in connection with the Contract and the steps it takes to comply with this **clause 10**, and permit Statkraft to inspect those records as required;
- 10.5 promptly notify Statkraft of:
- any request or demand for any financial or other advantage received by it; and
 - any financial or other advantage it gives or intends to give
 - whether directly or indirectly in connection with the Contract; and
 - promptly notify Statkraft of any breach of this **clause 10**.
- 10.6 Statkraft may terminate the Contract immediately by giving written notice to that effect to the Supplier if the Supplier is in breach of this **clause 10**.
- 11. Confidentiality**

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- 11.1 Each party will keep confidential any and all Confidential Information that it may acquire from the other party.
- 11.2 Each party will not use the Confidential Information of the other party for any purpose other than to perform its obligations under the Contract and each party will ensure that its officers and employees comply with the provisions of this **clause 11**.
- 11.3 The obligations on the parties set out in **clauses 11.1 and 11.2** will not apply to any information which:
- 11.3.1 is publicly available or becomes publicly available through no act or omission of the receiving party; or
- 11.3.2 the receiving party is required to disclose by order of a court or regulatory body of competent jurisdiction.
- 11.4 For the purpose of this **Condition 11**, Confidential Information shall mean all information in respect of the business of the disclosing party including know-how and other matters connected with the Goods, information concerning the disclosing party's relationships with actual or potential clients, customers or suppliers and the needs and requirements of the disclosing party and of such persons and any other information which, if disclosed, will be liable to cause harm to the disclosing party.
12. **Termination**
- 12.1 **If the Supplier**
- 12.1.1 commits a material breach of the Contract which cannot be remedied; or
- 12.1.2 commits a material breach of the Contract which can be remedied but fails to remedy that breach within 30 days of a written notice referring to the breach and requiring it to be remedied being given by Statkraft, Statkraft may terminate the Contract by giving written notice to that effect to the Supplier.
- 12.2 Statkraft may terminate the Contract by giving written notice to that effect to the Supplier if the Supplier becomes insolvent. The Supplier is insolvent where it (a) gives notice under section 84 Insolvency Act 1986 of, or proposes or passes a resolution for, its winding up (save for the purpose of a solvent reconstruction or amalgamation); (b) has a winding-up order or a notice of striking off made in respect of it; (c) (i) has an administration order made in respect of it; or (ii) has a notice of appointment of an administrator filed in respect of it at any court; (d) proposes, makes or is subject to: (i) a company voluntary arrangement; (ii) a composition with its creditors generally; (iii) an application to a court of competent jurisdiction for protection from its creditors generally; or (iv) a scheme of arrangement under Part 26 Companies Act 2006 (save for the purpose of a solvent reconstruction or amalgamation); (e) have a receiver or a provisional liquidator appointed over any of its assets, undertaking or income; or (f) is subject to anything analogous to the foregoing under the laws of any applicable jurisdiction.
- 12.3 Any termination by Statkraft under **Condition 12.1 or 12.2** shall take effect from the date stated in the notice.
13. **Code of Conduct**
- 13.1 The Supplier shall in relation to the purchase comply with standards that are consistent with Statkraft's requirements as described in the Statkraft's Supplier Code of Conduct (found at www.statkraft.com) and shall use its reasonable endeavours to ensure that its sub-contractors comply with the same standards..
14. **Severance**
- 14.1 If any provision of the Contract (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 14.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
15. **Dispute Resolution, Governing Law and Jurisdiction**
- 15.1 Subject to **Condition 11.4**, attempts shall be made to solve any disputes by negotiations. If negotiations are unsuccessful, the parties may agree to submit the case for decision by arbitration before the dispute is referred to the courts in accordance with **Condition 11.2**.
- 15.2 The Contract and any non-contractual obligations arising out of or in connection with it will be governed by English law.
- 15.3 Each party agrees that the courts of England and Wales have non-exclusive jurisdiction to determine any dispute arising out of or in connection with the Contract (including in relation to any non-contractual obligations).
- 15.4 Any party may seek specific performance, interim or final injunctive relief or any other relief of similar nature or effect in any court of competent jurisdiction.