

GENERAL TERMS AND CONDITIONS FOR DELIVERY OF GOODS AND SERVICES TO NYNAS AB (publ)



2026-02-16

These General Terms and Conditions ("GTC") shall apply to deliveries of Goods and Services to NYNAS AB (publ), including deliveries to any subsidiary of NYNAS AB (publ). The GTC shall prevail over any other terms and conditions, including previous versions of NYNAS AB (publ) general terms and conditions for delivery of goods and services, unless otherwise expressly is agreed in writing between the Parties.

DEFINITIONS

Agreement: Refers to a valid agreement, contract, or Purchase Order between the Parties, together with these GTC and any annexes, defining the Parties, scope, specifications, and price of the Delivery, as well as other agreed terms.

Purchase Order: Refers to a written document or a written call-off issued by an authorized representative of NYNAS, executing the Delivery to NYNAS.

Delivery: Refers to all Goods and Services, including but not limited to documents, reports, data, software and results that will be, or have been, delivered to NYNAS in accordance with the Agreement.

Delivery Date: Refers to the day or time of the Delivery.

Supplier: Refers to the Party performing the Delivery to NYNAS under the Agreement.

NYNAS: Refers to Nynas AB (publ), reg.no. 556029–2509, incorporated in Sweden, including its subsidiaries worldwide.

Party: Refers to NYNAS or the Supplier individually.

Parties: Refers to NYNAS and the Supplier jointly.

Services: Refers to the Delivery of skilled work to NYNAS, or expertise of any kind, including practical and technical tasks, performed under defined assignments in accordance with the Agreement.

Goods: Refers to any product, software, or equipment, including necessary accessories and documentation required for the proper functioning and usability of the Goods by NYNAS, supplied under the Agreement.

1. Validity

By performing the Delivery of Goods or Services to NYNAS, the Supplier accepts these GTC as approved and valid for the Delivery. Any other Agreement between the Parties must be signed by both Parties to be valid.

Each Party shall have the right to terminate the Agreement with immediate effect if the other Party:

- becomes insolvent or enters into liquidation,
- is in material breach of the Agreement and fails to remedy such breach promptly after receiving notice thereof,
- becomes subject to a sustained Force Majeure situation, or
- commits any unlawful act.

NYNAS shall always have the right to terminate the Agreement if a change in the ownership structure of the Supplier affects NYNAS.

The Supplier shall not engage any sub-supplier without NYNAS' prior written consent and shall remain fully responsible for the acts and omissions of any such sub-supplier, as if they were the Suppliers own. The Supplier shall ensure that any sub-supplier fully complies with the terms of the Agreement.

2. Goods

It is the obligation of the Supplier to deliver the Goods in accordance with the Agreement, and to ensure that each Delivery meets all agreed requirements and specifications, that the Goods are free from defects, including defects in title, and comply with all applicable legal requirements, safety and environmental regulations, and product safety standards.

The Delivery shall include the following, where applicable:

Labeling: Each Delivery shall be clearly labeled with the relevant batch number and serial number to ensure full traceability and shall bear CE marking or other mandatory marking where applicable.

Certificates and Test Reports: The Delivery shall be accompanied by all relevant certificates and test reports, including but not limited to MSDS, pressure and test reports, FAT reports, and any other documentation required under the Agreement.

Packaging: Each Delivery shall be properly and securely packaged in accordance with the agreed specifications, and in such a manner as to ensure adequate protection against damage, deterioration, or contamination during handling, transport, and storage. NYNAS reserves the right to reject any Delivery with damaged packaging or that otherwise shows signs of defect or non-conformity.

3. Services

A Supplier of Services undertakes to perform the Services in a professional and diligent manner, within the agreed time frame, independently, and in accordance with good professional standards and applicable industry practices. The Delivery of Services shall include all relevant documentation required for NYNAS to fully utilize the results of the Services.

Each Party shall be responsible for the accuracy of the information it provides in connection with the performance of the Services.

The Supplier shall comply with all NYNAS' safety regulations and other applicable safety instructions. The Supplier shall be responsible for, and bear the cost of, its personnel's safety training and qualifications. The Supplier shall not commence the Services until all required permits have been obtained, and the mandatory training has been completed.

Performance and working hours shall be verified and approved by NYNAS prior to any remuneration. NYNAS reserves the right to deny compensation for downtime, errors, waiting periods, incomplete reporting, or other deficiencies not caused by NYNAS.

NYNAS reserves the right to cancel or modify any ordered or commenced Service at any time. In such event, the Supplier shall be entitled to remuneration for the Services duly performed and approved up to the point of cancellation, but not for any loss of profit, revenue, or other similar consequential losses or costs.

4. Purchase Orders

Any Purchase Order shall be in written format and issued by an authorized representative of NYNAS to be valid.

5. Prices and Taxes

Prices shall be in Swedish krona (SEK) or Euros (EUR) unless otherwise agreed. All prices must be stated in the Agreement or in the Purchase Order. Prices shall not be subject to any indexation unless specifically agreed. Costs for travel, accommodation, travel time, and related expenses shall only be reimbursed if agreed in advance and travel shall always take place in economy class or the equivalent.

All prices are exclusive of value added tax (VAT). Each Party shall bear its own income, corporate and similar taxes arising from its business-operations.

The Supplier shall ensure that all invoices issued under this Agreement comply with applicable tax laws and regulations (e.g. the regulations on Intra Community Services within EU), to enable NYNAS to fulfil its lawful obligations regarding input/output VAT/GST or similar taxes. The Supplier shall indemnify NYNAS against claims, costs or expenses, including tax surcharges, interest, fees, or other expenses imposed by authorities, due to NYNAS' payment of a non-compliant invoice.

6. Ownership

Ownership of the Goods shall be transferred to NYNAS at the latest when NYNAS takes possession of the Delivery, unless otherwise agreed.

All results created as part of a Service, including all intellectual property rights, shall be the exclusive property of NYNAS, together with the sole right to use, reproduce, modify, and transfer such material.

The Supplier shall ensure that any Goods in production or held in inventory which belong to NYNAS are kept clearly separated and labeled "Property of NYNAS AB".

7. Terms of Delivery

Delivery of Goods shall be made DAP or DDP to the location designated by NYNAS, in accordance with Incoterms 2020, unless otherwise agreed.

8. Terms of Payment

Payment shall be made forty-five (45) days from the date of invoice, unless otherwise agreed.

9. Documentation

The Supplier shall ensure that all documents, as-built drawings and software included in the Delivery are handed over to NYNAS no later than the agreed Delivery Date.

NYNAS reserves the right to withhold payment until all such material has been delivered to NYNAS.

10. Approval of Delivery

Each Delivery must be approved by NYNAS prior to payment. NYNAS reserves the right to withhold or reject payment for any Goods or Services not approved.

Any approval by NYNAS of time reports or similar documents, as well as any review or inspection during the performance of the Delivery, shall not constitute acceptance of the Delivery itself.

NYNAS reserves the right to refuse any Delivery that occurs outside the agreed Delivery Date.

11. Delay

The Parties agree that the Delivery Date is of the essence to NYNAS. The Supplier shall promptly notify NYNAS of any delay, or potential delay in the Delivery, stating the reason for, and the expected duration of, the delay.

NYNAS shall be entitled to compensation for all reasonable costs and losses incurred as a result of the Supplier's delay. NYNAS' right to compensation for such delay shall not limit any other remedies available to NYNAS under the Agreement or at law.

If a delay significantly affects NYNAS, NYNAS shall have the right to terminate the Agreement, in whole or part, without any liability to the Supplier.

12. Warranty

The Delivery to NYNAS shall comply with the Agreement and be free from errors and defects, including any defects in title. The Supplier shall be liable for any errors or defects in the Delivery of Goods or Services for a period of twenty-four (24) months from the Delivery Date, or where applicable, from the final Delivery Date. In the case of Delivery of Services within the fields of architecture, engineering, or design, the Supplier shall be liable to rectify errors in handed over documents and reimburse NYNAS for any direct costs incurred by such errors for a period of ten (10) years from the date of handover.

NYNAS shall have the right to claim rectification of any errors or defects in the Delivery for a period of six (6) months from the date of discovery of such errors or defects. The Supplier shall, without delay and at its own cost, rectify the errors or defects.

If the Supplier fails to rectify the errors or defects without delay and in accordance with the Supplier's obligations under the Agreement, then NYNAS shall have the right to rectify the defect or the error at the Supplier's expense. For any rectified or replaced Goods, a new warranty period of twenty-four (24) months shall apply.

The foregoing shall apply without prejudice to NYNAS' other rights under the Agreement.

13. Amendments to the Agreement

Additions and amendments to the Agreement shall be agreed in writing between the Parties to be valid.

14. Security

The NYNAS Refinery in Nynäshamn (Sweden) is classified as a Security Protected Site (Swe: Skyddsobjekt) by the Swedish Authorities. The Parties therefore undertake to comply with all applicable laws and regulations concerning such protected sites, including but not limited to the Swedish Security Protection Act (2018:585) and the Swedish Protective Security Ordinance (2021:955), when delivering Goods or performing Services at or in connection with or otherwise related to the refinery

15. HSE and Sustainability

The Supplier shall follow all NYNAS HSE Regulations (Health, Safety, Security, Environment) and any NYNAS Site specific rules or routines. All Supplier personnel accessing NYNAS Refinery or Depot Sites shall, at the Supplier's expense, have passed the relevant SSG courses.

The Supplier shall adhere to and implement satisfactory practices following NYNAS' Guiding Principles on:

- NYNAS HSE-regulations,
- NYNAS Code of Safe Conduct,
- NYNAS Code of Conduct, och CSR (Corporate Social Responsibility).

Guiding Principles and HSE Regulations are available on www.nynas.com

The Supplier is encouraged to promote and share practices that support sustainable development; particularly relating to greenhouse-gas reduction and the efficient use of energy and natural resources.

The Parties shall adhere to the REACH regulations on chemicals.

16. Insurance

The Supplier is obligated to obtain and maintain Liability Insurance covering General Liability and Personal Injury, including Employers' Liability (workers' compensation insurance). If applicable the insurance shall also cover:

- Product Liability,
- Liability for unforeseen Environmental Damage,
- Extended cover for Property under Suppliers care, custody or control.

For Services within the fields of architecture, engineering, or design, the insurance cover shall also include a Professional Liability cover.

Construction- or Civil Works: The Supplier shall obtain and maintain appropriate Liability Insurance cover, including Construction All-Risk Insurance and Builder's Liability insurance with extension for access and restoration costs. If applicable the insurance shall also cover:

- Inland transit insurance covering damage to equipment.
- Motor third-party liability insurance for vehicles used on site,

All Insurance Cover shall be obtained from a reputable insurance company. Upon request, the Supplier shall provide NYNAS with relevant insurance certificates. If the Supplier fails to do so, NYNAS shall have the right to obtain appropriate insurance cover at the Supplier's expense.

Any Insurance Cover shall reflect and be consistent with the Supplier's obligations under the Agreement. The Suppliers' Insurance Cover shall apply and be valid within Petrochemical Industrial and Port Areas.

17. Confidentiality

Neither Party may, without the written consent of the other Party, disclose to any third party any information of commercial or technical nature, or any personal data in violation of the General Data Protection Regulation (GDPR), that a Party has become aware of in connection with the Agreement. This obligation shall remain in effect for five (5) years after the termination of the Agreement.

Confidentiality shall, however, not apply to information:

- that is known to the general public,
- that must be disclosed for the performance of the Agreement, provided that the recipient is subject to a corresponding confidentiality obligation as herein,
- that a Party has received from a third party not resulting from a breach of any confidentiality obligation,
- that has been independently developed by either Party.

18. Liability

Each Party shall be liable to the other Party for any loss or damage caused by its negligent acts or omissions. The Supplier shall further be liable for errors in the performance of Services. A Party's total liability for damages and errors under the Agreement is limited to seven million (7,000,000) SEK.

Save for where otherwise stated in the Agreement, neither Party shall be liable for any pure financial loss, such as loss of profit or other similar indirect damage.

Any limitations of liability shall not apply in cases of gross negligence, wilful misconduct, personal injury, breach of confidentiality, infringement of intellectual property rights, or the Supplier's indemnifications arising out of Clause 5 above.

The Supplier shall remain fully liable for any acts or omissions of its employees or any party engaged by the Supplier, as if such acts or omissions were the Supplier's own.

19. Notices

All notices between the Parties shall be made in writing to be valid.

20. Transfer of the Agreement

Neither Party may assign or transfer the Agreement, in whole or in part, to any third party without the prior written consent of the other Party.

21. Force Majeure

Neither Party shall be liable for any failure or delay in performing its obligations under the Agreement to the extent that such performance has been prevented by an unforeseeable event beyond that Party's control ("Force Majeure").

The affected Party shall promptly notify the other Party, specifying the nature, expected duration, and impact of the Force Majeure event. The affected Party shall use its best endeavors to mitigate and prevent any effects of the Force Majeure on its obligations under this Agreement, and both Parties shall cooperate in good faith to minimize the overall impact of the Force Majeure.

Upon cessation of Force Majeure, the affected Party shall promptly resume performance of all its obligations.

22. Dispute Resolution and Applicable Law

The Agreement shall be governed by and interpreted in accordance with the laws of Sweden. Provisions referring to the United Nations Convention on Contracts for the International Sale of Goods of 11.4.1980, or to any other jurisdiction, shall not apply to the Agreement.

Any dispute shall be settled through arbitration in accordance with the Arbitration Rules of the Stockholm Chamber of Commerce (SCC). The seat of arbitration shall be Stockholm, Sweden, and the language of the proceedings shall be Swedish. The SCC rules for expedited arbitration shall apply, unless the SCC, considering the complexity of the case, the value of the dispute, and other circumstances, determines that the Arbitration Rules shall apply. In such cases, the Institute shall also decide whether the arbitral tribunal shall consist of one or three arbitrators.

NYNAS has however the right to decide that any dispute shall be settled by the District Court of Stockholm (Swe: Stockholms Tingsrätt), thereby excluding arbitration as the means of dispute resolution.

23. Severability

Even if any provision of the Agreement is held to be invalid or unenforceable under Swedish law, or by a Swedish Court of law, the remainder of the Agreement shall remain valid and enforceable.

24. Clauses Surviving the Agreement

The following clauses, along with agreed-upon amendments, shall survive the termination of the Agreement regardless of the reason for its termination: 12,17,18, 22, 25, and 27.

25. Intellectual Property Rights

Each Party shall retain all of its existing intellectual property rights, methods and know-how. All Intellectual property rights, results, methods and know-how arising directly from the performance of the Agreement shall vest in NYNAS, together with the exclusive right to modify or transfer such rights. The Supplier expressly waives any and all claims for compensation in relation to such intellectual property rights, results, methods or know-how, in favor of NYNAS.

26. Bribery

Both Parties shall comply with all applicable laws and regulations regarding bribery and corruption in connection with the Agreement and shall maintain policies and procedures to promote and ensure compliance with said laws and regulations. No Party shall, directly or indirectly promise or offer any improper material or other benefit or reward whatsoever to the other Party's personnel or any third party. In the event of a Party's breach of this clause, the other Party shall have the right to terminate the Agreement with immediate effect. The Party in breach of this clause shall be liable to compensate the other Party for all costs arising from such breach.

27. Sanctions

The Supplier represents, warrants, and covenants that, in connection with this Agreement and any related transactions, it, its affiliates, and subcontractors shall comply with all applicable trade, economic, and financial sanctions, export/import, customs, antiboycott, and similar laws and regulations ("Trade Control Laws"), including but not limited to those of the European Union, United Kingdom, and United States of America. The Supplier further represents and warrants that neither it, nor any of its affiliates or subcontractors, is a Restricted Party (as defined below), and shall immediately notify NYNAS if this status changes during the term of the Agreement and shall cooperate with NYNAS to mitigate any resulting risk thereof.

The Supplier shall not act in any manner that could cause NYNAS, its affiliates, or their officers, directors, or employees to violate any Trade Control Laws. Nothing in this Agreement shall require NYNAS to perform any act, including but not limited to making or receiving payments, that would be inconsistent with or could result in a violation of Trade Control Laws or cause NYNAS to be listed on any sanctions or Restricted Party list. If NYNAS reasonably determines that the Supplier's actions may cause a violation of Trade Control Laws, NYNAS may suspend or terminate, wholly or in part, this Agreement immediately without liability.

For the purposes of this Agreement, a "Restricted Party" means any individual, entity, or organization that:

- a) is resident, established, or registered in a jurisdiction subject to comprehensive sanctions or embargoes, including those imposed by the European Union, United Kingdom, or United States of America;
- b) is designated as a Specially Designated National (SDN) or subject to blocking sanctions by the United States Office of Foreign Assets Control (OFAC), or a similar designation by sanctions authorities in the European Union, the United Kingdom, or any other applicable jurisdiction;
- c) is directly or indirectly owned, controlled, or acting on behalf of any party described in (a) or (b); or
- d) is a director, officer, or employee of any party described in (a), (b), or (c).

Any delay or non-performance by the Supplier due to its own breach of this clause shall not excuse performance or limit NYNAS' rights.