

General terms and conditions

1. Introduction

These Conditions regulate the delivery from the Supplier to the Customer of the Deliverables described in the Purchase Order and any annexes.

Any terms, requirement, etc. from the Supplier are not valid between the parties unless the Customer has explicitly derogated from these Conditions by way of a written amendment.

These Conditions, including any amendments thereto, and the Purchase Order shall be construed as mutually explanatory. In case of inconsistency between the wording of these Conditions and the wording of the Purchase Order, the Purchase Order shall be given priority.

2. Definitions

"*Agreement*" means the Purchase Order and these Conditions collectively.

"*Conditions*" means these general terms and conditions for trade with the Customer.

"*Customer*" means Andel Holding A/S or any of Andel Holding A/S's affiliated companies as stated in the Purchase Order.

"*Day*" means a calendar day.

"*Defect*" means the non-performance of the Deliverables, i.e. when the Deliverables do not conform to the provisions of the Agreement, or do not fulfil the Customer's needs, where the Supplier is aware of these.

"*Delay*" means the non-performance of the Supplier with regard to Delivery in accordance with the Delivery Time and any other time constraint in the Agreement, and this is not due to force majeure or to circumstances for which the Customer is responsible.

"*Deliverables*" means all Goods and Services that the Supplier shall deliver according to the Purchase Order or the requirement specification (if any) and these Conditions, including ancillary products and services, e.g. documentation etc.

"*Delivery*" means the physical handing over of the Goods from the Supplier to the Customer and / or the completion of the Supplier's performance of the Services in the agreed quantity and quality.

"*Delivery Time*" means the time for Delivery stated in the Purchase Order.

"*Goods*" means the goods to be delivered by the Supplier pursuant to the Purchase Order.

"*Partial Delivery*" means a delivery of only a part of the Deliverables.

"*Purchase Order*" means the order which the Customer has submitted to the Supplier describing the Deliverables and the specific terms of the delivery not covered by these Conditions.

"*Service*" means the service(s) to be delivered by the Supplier pursuant to the Purchase Order.

"*Supplier*" means the supplier of the Deliverables.

"*Warranty*" means the Supplier's warranty that the Deliverables conform to all the requirements and provisions of the Agreement and whereby the Supplier undertakes to repair, replace or redeliver the Deliverables, when the Deliverables do not conform to all the requirements and provisions of the Agreement. The meaning of the word "Warranty" shall be fully interchangeable with the word "guarantee".

"*Warranty Period*" means a period in which the Supplier's Warranty applies.

"*Working Hours*" means Monday – Friday 8.00 am – 4.00 pm CET.

3. The Supplier's acceptance of the Agreement

The Supplier shall accept the terms of the Agreement in their entirety, either by:

1. written confirmation of the Purchase Order within 14 (fourteen) Days from the receipt, or
2. signing the Purchase Order.

If the Supplier has made any changes to the Purchase Order, these are not agreed unless a new Purchase Order is issued by the Customer or an amendment is made to the original Purchase Order by the Customer.

These Conditions cannot be derogated in any way unless expressly permitted by the Customer in a written amendment to the Conditions.

4. The Supplier's obligations

4.1 General

The Deliverables shall be in accordance with the Agreement and the quality standards applicable to the line of business in question and good workmanship. The Deliverables shall furthermore be produced / performed and delivered by qualified and trained personnel.

In the performance of its obligations under the Agreement, the Supplier shall comply with the rules that apply to the performance of the Supplier's business no matter where this business is carried out.

4.1 Documentation

The Supplier must provide all relevant documentation, certificates, etc. required for assembly, commissioning and use, including maintenance, of the Deliverables. This documentation forms part of the Deliverables and must be available in Danish or English.

4.2 Delivery Time(s)

The Supplier shall deliver the Deliverables in the agreed quantity and quality at the Delivery Time(s) and in accordance with any other time constraints in the Agreement.

To the extent that the Purchase Order does not provide sufficient guidance in this respect, the Supplier shall deliver the Deliverables in accordance with the Customer's directions, provided that the Supplier is given reasonable time.

Partial Deliveries are not accepted unless the Customer has expressly approved such Partial Deliveries.

4.3 Inspections

The Customer reserves the right to inspect and monitor the preparation and production / performance of the Deliverables which may include inspection of documentation from the Supplier, any subcontractors and / or third parties, wherever work related to the Agreement is performed.

The Customer's use of its rights under this clause does not constitute approval of the Deliverables in any way and does not bar the Customer from exercising its rights under the Agreement in case of Defects or Delays.

4.4 Spare parts

If the Deliverables require spare parts from time to time, the Supplier warrants that such spare parts can be purchased - although not necessarily from the Supplier - during the expected lifetime of the Deliverables.

4.5 Warranty and Warranty Period

All Deliverables are subject to the Supplier's Warranty.

The Warranty Period shall be 24 (twenty-four) months from Delivery unless the Supplier has offered a longer warranty period.

4.6 Work report

When the Supplier has performed Services, the Supplier shall submit a work report to the Customer unless otherwise agreed.

4.7 Services performed at the Customer's location

Where the Supplier is required to perform Services, provide Goods, etc. at the Customer's location or a location designated by the Customer, the Supplier shall comply with the instructions issued by the Customer at the location in question.

It is the Supplier's responsibility to obtain any permissions or security clearances required for access to the location in question.

4.8 Confidentiality

The Supplier and the Supplier's personnel shall observe unconditional confidentiality as regards information about the affairs and data of the Customer or other parties, including personal data, that they obtain during the performance of the Agreement. The Supplier shall impose an equivalent obligation on any subcontractors, their personnel and others assisting the Supplier in connection with the performance of the Agreement. The Customer may demand that each of the Supplier's personnel, personnel of subcontractors or others assisting the Supplier sign customary confidentiality agreements.

The Supplier and subcontractors, if any, shall not in any other part of their activities make use of the information they obtain in connection with the performance of the Deliverables under the Agreement, nor shall the Supplier or any subcontractors or others assisting the Supplier in any way make the information available to any third party without the Customer's prior written consent.

The Supplier shall not without the Customer's prior written consent make any public announcement about the Agreement or publish any contents of the Agreement. The Supplier shall not use the Customer as a reference without the prior written consent of the Customer.

The duty of confidentiality shall also apply after expiry of the Agreement for whatever reason.

4.9 Insurance

The Supplier shall maintain customary insurance, including professional liability insurance and product liability insurance, covering the Supplier to a degree that is consistent with good industry standard and the provisions of the Agreement. The Supplier product liability insurance shall cover personal injury and property damage caused by the

Deliverables or the use of the Deliverables in accordance with any manuals and instructions from the Supplier.

At the Customer's request, the Supplier shall provide evidence that the insurance requirement is complied with.

5. Public authority requirements and applicable law

5.1 General

The Supplier warrants that the Supplier's performance of Deliverables complies with all relevant public authority requirements and rules as they stand at the time of conclusion of the Agreement and later. Furthermore, the Supplier warrants that the Deliverables at the time of Delivery comply with all relevant regulatory requirements and rules, including any requirements in relation to the legality and safety of the Deliverables.

The Supplier's performance of Deliverables shall be in compliance with Supplier Code of Conduct requirements provided by the Customer along with the Purchase Order.

5.2 Personal data

The Supplier shall not process personal data on behalf of the Customer under the Agreement. Any processing of personal data by the Supplier is therefore the Supplier's own responsibility as data controller.

5.3 Compliance with sanctions, export control laws, and regulations, embargoes, etc.

The Supplier shall be obliged to ensure that the performance of the Agreement at all times does not entail a violation of sanctions, export control laws and regulations, embargoes or similar. Furthermore, the Supplier shall, throughout the duration of the Agreement, be obliged to notify the Customer immediately in writing in the event of any changes in the ownership of the Supplier or any subcontractor, changes in the control of the Supplier or any subcontractor and any other matter relevant to ensure compliance with sanctions, export control rules, embargoes or similar.

6. Changes to the Deliverables

6.1 Supplier's change requests

If the Supplier wishes to make changes to the Deliverables, such changes require a prior written agreement with the Customer.

6.2 Customer's right to demand changes

The Customer is entitled to change the content and scope of the Deliverables. Any demand for changes shall be submitted in writing and within reasonable time before the changes take effect.

6.3 General

Changes may only be made to the extent permitted by the public procurement rules in force at the time of the change.

Where changes cause an increase or a reduction of the Supplier's expenses, the price, see clause 7, shall be adjusted proportionately.

7. Prices and invoicing

7.1 Prices

The price(s) to which the Supplier is entitled for the delivery of the Deliverables are stated exhaustively in the Purchase Order and cover all the Supplier's obligations under the Agreement.

All prices are fixed and quoted in Danish kroner (DKK) exclusive of VAT, but inclusive of all taxes and charges applicable at the time of Delivery.

Prices are inclusive of Delivery as well as any assembly, commissioning, testing, documentation, material and certificates as well as all necessary ancillary services until complete and correct Delivery has taken place.

Where the price in the Purchase Order for Services is stated as one or more unit prices, the Supplier may demand payment for work performed in accordance with hours actually spent in the performance of the Services and stated in the work report, see clause 4.6

7.2 Invoicing

Invoices shall be submitted no later than 14 Days after Delivery.

Invoices fall due for payment 30 Days after the date of invoice, unless otherwise agreed, and subject to the receipt of a complete and correct invoice.

The Supplier may not submit invoices prior to Delivery, unless agreed in writing.

If payment is made after the due date, the Supplier is entitled to charge interest on the due amount in accordance with the provisions of the Danish Interest Act.

8. Terms of delivery

Delivery will be made as Delivered Duty Paid (DDP) – Incoterms 2022 to the delivery address specified by the Customer

Delivery shall be made during Customer's Working Hours.

The place of delivery is specified in the Purchase Order. If the place of delivery does not appear clearly from the Purchase Order, the Supplier must contact the Customer to

obtain information about the place of delivery. After acceptance of the Purchase Order, the Customer is entitled to make reasonable adjustments concerning the place of delivery. The Supplier must be informed in writing of such adjustments in due time before the Delivery Time.

The Deliverables must be supplied free of any retention of title and otherwise be unencumbered.

9. Supplier's Delay and penalties

In case of a Delay, the Customer shall have the rights and remedies available under the general rules of Danish law.

The Supplier must immediately notify the Customer in writing if the Supplier anticipates a Delay, stating the reasons for such anticipated Delay and its expected time of Delivery. Such notification does not release the Supplier from its obligations pursuant to the Purchase Order. The Supplier shall furthermore make all reasonable endeavours to eliminate or mitigate the Delay and the consequences hereof. This shall include, but not be limited to, the allocation of additional resources in the form of personnel, machinery, facilities, etc.

In case of Delay, the Customer shall be entitled to a penalty.

The penalty will apply from the date on which Delivery should have taken place at [1.0% (one per cent)] per week of Delay and be calculated based on the price of the Deliverables in Delay.

If Partial Delivery has taken place the penalty shall be calculated on the basis of the part of the price that is related to the missing quantity of the Deliverables. However, if the Delay of the Partial Delivery entails that the already delivered Partial Deliveries cannot be used meaningfully by the Customer, the penalty shall be calculated on the basis of the value of all affected Deliverables.

The penalty cannot exceed 10.0% (ten per cent) of the total amount of the Purchase Order.

Payment of the penalty shall not result in exemption from or reduction of any of the Customer's remedies for breach in the event of non-compliance with any subsequent Delivery Time(s). Thus, the Supplier is obliged to make up for any Delays before any subsequent Delivery Time(s) without receiving any additional payment from the Customer.

The Customer's non-collection of a penalty shall not limit the Customer's remedies for breach in the specific situation or in the event of any future default, see also clause 15.4.

Any penalty shall be paid by the Supplier upon request from the Customer. The Customer is entitled to set off any penalty against any of the Supplier's claim(s) for payment.

10. Defects

In case of a Defect, the Customer shall have the rights and remedies available under the general rules of Danish law.

The Supplier is responsible for Defects in the Warranty Period.

If the Customer becomes aware of any Defects, the Supplier shall be notified within reasonable time.

Immediately hereafter, the Supplier shall confirm the receipt of such notice and take necessary action to mitigate the Customer's loss or the disruption caused by the Defects.

The Supplier shall be entitled to remedy the Defect if this remedy can take place immediately after receipt of the above notification and without costs or undue delay to the Customer.

If such remedial action cannot be made within the time frame stipulated, or the remedial action fails to remedy the Defect, the Supplier shall deliver new Deliverables (which may include both redelivery of Goods and repetition of Services) in replacement of the defective Deliverables at the Supplier's own cost.

If redelivery cannot take place without undue delay or costs to the Customer or does not lead to the Deliverables being free of Defects, the Customer shall be entitled to claim a price reduction, whereby the Customer shall only pay such price for the defective Deliverables as is deemed fair and reasonable taking into account the nature and number of the Defects in question.

If the remedying of Defects is conditioned upon Deliverables being moved or transferred, for instance back to the Supplier's location or the country of origin, all costs in this respect shall be borne exclusively by the Supplier.

In the event the Customer requests the Supplier to deliver new Deliverables, and action to redeliver is not taken immediately thereafter, the Customer shall be entitled to purchase similar Deliverables from, or to remedy or to have the Defect remedied with assistance of a third party, in both cases for the Supplier's account.

11. Customer's Delay

In the event of delayed payment from the Customer to the Supplier, the Supplier shall be entitled to claim interest at the default interest rate applicable to delayed payments (in Danish: "*Morarente*") fixed in section 5 (1) in the Danish Interest Act (in Danish "*Renteloven*").

12. Termination

12.1. Breach by the Supplier

The Customer shall be entitled to terminate the Agreement, in whole or in part, on the conditions stipulated in this clause if the Supplier is in material breach of its obligations under the Agreement. This shall apply notwithstanding the content of any other provisions of the Agreement.

Material breach shall be deemed to exist in the following situations, the list is not exhaustive:

- 1) The existence of a material Defect, including the existence of several non-material Defects that, combined, may be deemed to constitute a material Defect.
- 2) If the total penalty reaches the maximum penalty amount stated in clause 9.
- 3) Any other material Delay, including instances where the Supplier has notified the Customer of an anticipated (material) Delay, see clause 9.
- 4) Repeated and/or serious breach of the requirements concerning public authority requirements and applicable laws, regulations and standards, see clause 5.
- 5) If the performance of the Agreement will entail a violation of sanctions, export control rules, embargoes or similar. This also applies in case of, but shall not be limited to, changes in the ownership of the Supplier, changes in the control of the Supplier, etc., which entail that the performance of the Agreement will lead to such a violation, and equivalent changes in the ownership of subcontractors, changes in the control of the subcontractors, etc.

If the Customer considers that the Supplier is in material breach of the Agreement, the Customer shall notify the Supplier in writing.

If the Supplier has not remedied the breach within 14 (fourteen) Days, the Customer shall be entitled to terminate the Agreement and claim damages for loss, if any, see clause 13.1.

If the Customer terminates the Agreement, including termination in part, the Customer shall be entitled to make replacement purchases from a third party at the expense of the Supplier.

In the case of Partial Deliveries, the Customer may choose to only terminate the Agreement for the part of the Deliverables that relates to the Delay. If, however, the Delay of the Partial Delivery entails that the already delivered Partial Deliveries cannot be used meaningfully by the Customer,

the Customer shall be entitled to terminate the entire Agreement.

12.2. Breach by the Customer

If the Customer's payment to the Supplier is delayed, and if 3 (three) months have passed since the Supplier's written demand for payment, the Supplier shall be entitled to terminate the Agreement for breach, provided that the Customer has not objected to the Supplier's claim for payment.

13. Damages and limitation of liability

13.1. Damages

Notwithstanding any other provisions of the Agreement, the Customer shall be entitled to claim damages for losses caused by the Supplier's breach of its obligations under the Agreement.

The Customer's claim for damages shall be without prejudice to the Customer's other remedies of breach.

The general rules of Danish law shall apply to the assessment of the existence and scope of any liability in damages.

13.2. Limitation of liability

Neither the Supplier nor the Customer shall be liable in damages for operating losses, consequential losses or other indirect losses.

The Supplier's liability in damages is limited to the total price for the Deliverables.

With respect to property damage, the limitation of liability shall only apply to product liability that exceeds the insurance cover. The limitation of liability shall neither apply to personal injury nor the Supplier's non-compliance with the duty to maintain product liability insurance.

The limitation of liability shall not apply, however, in instances of the Supplier's gross negligence or intentional acts or omissions.

14. Intellectual Property Rights

14.1. The Customer's retention of rights

The Customer shall retain the intellectual property rights, including copyrights, database rights, patent rights, trademark rights, design rights, utility model rights and rights under the Danish Marketing Practices Act that the Customer either had prior to conclusion of the Agreement or acquires under other contractual relationships, irrespective of whether the Supplier uses the Customer's material protected by such rights in connection with the performance of the Deliverables.

14.2. The Supplier's retention of rights

The Supplier shall retain the intellectual property rights, including but not limited to copyrights, database rights, patent rights, trademark rights, design rights, utility model rights and rights under the Danish Marketing Practices Act that the Supplier either had prior to conclusion of the Agreement or will acquire under other contractual relationships, but see clause 14.3.

14.3. The Customer's right of use

To the extent that Deliverables supplied under the Agreement are protected by intellectual property rights, including but not limited to copyrights, database rights, patent rights, trademark rights, design rights, utility model rights and rights under the Danish Marketing Practices Act, the Customer will acquire the right of use in and to such Deliverables.

The Customer's right of use in and to the Deliverables is royalty-free and non-exclusive. The right of use is unlimited in time, territory and quantity. Further, the right of use shall include any internal and external use in connection with the Customer's activities.

In addition, the Customer is entitled to carry out changes to the Deliverables, including but not limited to in connection with maintenance and further development.

The Customer shall be entitled to allow third parties, including but not limited to tenderers in a tender procedure, consultants and suppliers, to use the Deliverables to the same extent as the Customer is entitled to use the Deliverables.

The Supplier shall make any necessary tools and information available to the Customer so that the Customer is able to exercise its rights under this clause. Payment for such tools and information is included in the payment for the Deliverables according to clause 7.1.

14.4. Warranty

The Supplier warrants that any third party's rights to the Deliverables are fully cleared, so that the Customer acquires all rights to the Deliverables as stated in this clause. The Supplier shall indemnify the Customer for any claim that may arise as a result of the third party's rights not being fully cleared. For example, if a claim from a third-party is successful, i.e. if such third-party is able to establish that the third-party's rights in question have been infringed, the Supplier shall secure the Customer's right of use or end the infringement by changing or replacing the Deliverables as necessary, while still complying with the contractual requirements, and indemnify the Customer for any loss in this connection.

14.5. Transition and termination

The rights pursuant to clause 14.3 shall pass to the Customer concurrently with the Supplier's delivery of the Deliverables.

On expiry or termination of the Agreement the Customer shall retain its rights under clause 14.3. However, if the Agreement is terminated for cause, the Customer will only retain its rights under clause 14.3 if the Deliverables are not to be returned due to the termination for cause.

14.6. The Customer's data

The Customer shall retain any right in and to data that the Customer either had before conclusion of the Agreement or acquires under other contractual relationships. In addition, the Customer shall acquire all rights in and to data that are produced by or arise out of the Deliverables, that are supplied by the Supplier to the Customer or that otherwise arise in connection with the performance of the Agreement. These data are hereinafter referred to as the Customer's data.

The Customer's data shall not include data that are only relevant to the Supplier, such as data concerning the Supplier's personnel.

14.7. Rights of the Customer's affiliated companies

The Customer's rights according to clause 14 shall also apply to the Customer's affiliated companies.

15. Miscellaneous

15.1. The Customer's rights of property

All items delivered by the Customer as well as models, drawings, tools etc. manufactured at the Customer's expense shall be and remain the Customer's property and shall at all times be marked as such.

When in the custody of the Supplier, the Supplier shall insure such objects without any expense for the Customer, and the objects shall not be lent, sold, pledged, copied or in any other way imitated or assigned to a third party without the Customer's prior written consent.

The Customer can at any time request that the Supplier without undue delay and at the expense of the Supplier returns any such objects and assets or/and deletes any copies the Supplier and its subcontractors might have.

15.2. Assignment and use of subcontractors

The Supplier's business partners, if any, contributing to the performance of Deliverables of the Agreement shall be regarded as subcontractors.

The Supplier shall not without the Customer's written consent entrust subcontractors with the performance of the Agreement or replace a subcontractor. The Customer shall not withhold such consent without reasonable cause.

The use of subcontractors does not imply any limitation on the Supplier's responsibility for the fulfillment of the Agreement. This means, inter alia, that the Supplier is liable for the deliverables of its subcontractors in the same way as for its own deliverables, also in the event of changes in the Deliverables are made, see clause 6. In addition, subcontractors shall have no claim against the Customer under the Agreement, neither claims for payment, nor for damages. The Customer may in all cases contact the Supplier directly, even when the Supplier has entrusted one or more subcontractors with the fulfilment, in whole or in part, of the requirements.

At the Customer's request, the Supplier must within a reasonable time provide information about the Supplier's use of subcontractors, including information about the names of the persons in question, contact information and legal representative.

The Supplier shall, on behalf of the Customer, ensure that the legal representatives receive notification of the Customer's processing of the personal data in accordance with the legislation in force at any given time regarding the processing of personal data.

15.3. Force Majeure

Neither the Supplier, nor the Customer shall be considered liable under the Agreement to the other Party for circumstances which are (the conditions are cumulative):

- a) beyond the control of the Parties and of a certain qualified nature (e.g. terrorism, sabotage, war, hostilities, riots, nuclear or natural disasters and epidemics; while this list is not exhaustive, only events of a comparable nature shall be included);
- b) unforeseeable at the time of signing of the Agreement; and
- c) not possible to avoid or overcome, neither through investments of work, nor money, etc.

For the avoidance of doubt, industrial disputes, strikes and events of a similar nature concerning the Supplier or a subcontractor shall not be regarded as force majeure.

Force majeure shall only be relied on in connection with delays with the number of Working Days the force majeure situation lasts. If a time-limit for the Supplier is postponed due to force majeure, the related remuneration payments shall be postponed correspondingly, without entitling the Supplier to interest.

Force majeure may only be relied upon if the Party in question has given written notice thereof to the other Party not later than 10 Working Days after the force majeure event begun.

If a force majeure situation lasts longer than 80 Working Days, or if the force majeure situation is of such nature or has such duration that the final performance of one or more Deliveries be deemed to be impossible, the other Party shall be entitled to terminate the Agreement, in whole or in part. Neither of the Parties shall be entitled to any claim in this connection.

15.4. Non-waiver and amendments

Any consent to or waiver of any provision or breach shall not constitute consent to or a waiver of such provision or breach in the future. Any specific consent or waiver shall be in writing and shall only affect the relevant breach.

No delay or failure by the Customer in exercising any of its rights under the Agreement shall operate as a waiver of that right, nor for the future.

Additions or amendments to the Agreement shall be mutually agreed upon (see however clause 6.2) and shall be made in writing.

16. Law and venue

Any dispute arising out of or in connection with the Agreement shall be governed by Danish law, substantive as well as procedural, however, excluding choice-of-law rules and the United Nations Convention on the International Sale of Goods (CISG).

Any dispute as mentioned above, including any disputes regarding the existence, validity or termination of the Agreement, shall be settled by the Danish ordinary courts of justice under the jurisdiction of the Holbæk District Court.