

# GENERAL TERMS AND CONDITIONS OF PURCHASE

## Bjørnkjær Maskinfabrik A/S

(hereinafter referred to as Bjørnkjær)

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### 01. GENERAL

All orders from BJØRNKJÆR are based on the prices on the date of order and submitted on the precondition that order confirmation is sent by the supplier within three days of the order date. All orders from BJØRNKJÆR are based on these terms and conditions of purchase and the Incoterms that apply when the order is submitted. Any conditions of the supplier that conflict with these present terms and conditions in respect of BJØRNKJÆR's order shall only apply with the written approval of BJØRNKJÆR. With his signature of these terms and conditions of purchase or submission of an order confirmation, the supplier confirms that these terms and conditions apply to the trade with BJØRNKJÆR. The supplier's sale and delivery terms only apply to the purchase agreement to the extent stated by BJØRNKJÆR in the purchase order. Quotations shall be given by the supplier without cost to BJØRNKJÆR and do not prevent BJØRNKJÆR from obtaining quotations elsewhere or entering into a contract elsewhere. Any quotations from the supplier shall be submitted in accordance with these terms and conditions of purchase. The supplier undertakes to supply a product that meets BJØRNKJÆR's specifications and to supply it in accordance with these terms and conditions of purchase.

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### 02. DOCUMENTATION, USER MANUALS

All drawings and other technical documents pertaining to the supply or manufacture of the goods ordered, which are transferred from one party to the other prior to or after the signing of the agreement, belong to the party who has provided them. Any drawings, other technical documents or technical information received may not, without the consent of the other party, be used for anything other than the purpose stated at the time of transfer. Without the consent of the other party, the material mentioned may not be copied, handed over or in any other way brought to the attention of a third party. The supplier shall, by the date of delivery at the latest, and at no cost to BJØRNKJÆR, provide BJØRNKJÆR with the specified and statutory technical documents and certificates necessary for BJØRNKJÆR's use and approval of the goods ordered. The necessary certificates, documentation, assembly, operation, safety and maintenance instructions and other information shall accompany every order to ensure that BJØRNKJÆR and/or BJØRNKJÆR's customers are able to use, set up and repair all parts of the goods ordered. Such information must be available in the supplier's language as well as in English and Danish. Operation, safety and maintenance instructions shall be available in Danish or another language agreed by the parties. All drawings and other technical documents and know-how relating to the order are covered by the provision on trade secrets and technical drawings under section 10 of the Danish Marketing Practices Act, and any breach, during and up to three years after the termination of the contract, will result in legal proceedings in the form of an injunction, compensation and liability in accordance with the provisions of the Danish Marketing Practices Act. Special tools and fixtures that have to be specially made for the purpose of manufacturing BJØRNKJÆR's order, and which are fully or partially paid for by BJØRNKJÆR, may only be used in connection with orders for BJØRNKJÆR. On termination of the contract, the supplier undertakes to return and keep secret documents, drawings, appendixes, know-how, special tools and fixtures.

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### 03. DELIVERY, PACKAGING AND SHIPPING

The supplier is responsible for the packaging of the goods purchased and is responsible for ensuring that such packaging is sufficient and secure so that the material can be transported to the address stated on the purchase order without becoming damaged. Unless otherwise agreed, the supplier is responsible for transportation from the production site. Transportation shall include necessary freight forwarding, insurance, etc. The delivery is accompanied by a delivery note showing BJØRNKJÆR's order number and a description of the goods supplied. If the supplier becomes aware that the delivery will or may be delayed, BJØRNKJÆR must be informed of this without delay. In this event, the supplier undertakes to cover any loss and any costs resulting from the delay. Any fine for delay or non-delivery is stated on the purchase order or in the enclosed contract for the delivery.

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### 04. INSPECTION AND QUALITY REQUIREMENTS

BJØRNKJÆR shall be entitled to inspect and/or oversee the manufacturing of the goods purchased at any time prior to packaging without relinquishing the right to later objection. BJØRNKJÆR may furthermore supervise production on the premises of the supplier or any sub-supplier. BJØRNKJÆR is entitled to make enquiries to ensure that the delivery is completed at the agreed time and in the contractual condition. BJØRNKJÆR is entitled to carry out property labelling or to take other measures with a view to ensuring BJØRNKJÆR's right of ownership. If it is stipulated in BJØRNKJÆR's purchase order that testing must be carried out, this must be carried out by the supplier. The testing should take place during normal work hours in the presence of representatives from BJØRNKJÆR. The supplier must notify BJØRNKJÆR of the testing date so that BJØRNKJÆR can attend. Any costs involved with the testing are to be met by the supplier, apart from costs in connection with the attendance of BJØRNKJÆR's representatives. If, during testing, it is ascertained that the goods ordered do not meet contractual requirements, the supplier must remedy the situation in good time so as to ensure that contractual delivery will take place at the time agreed, and so that new testing can take place if so requested by BJØRNKJÆR.

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### 05. PRICE AND PAYMENT

The price of the goods ordered including transport and packaging is the price at the time of order as shown on BJØRNKJÆR's purchase order. Unless otherwise agreed, payment terms are current month + 30 days. The supplier's guarantee of the fulfilment of his contractual obligations to BJØRNKJÆR is stated on the purchase order. The supplier may never demand payment until his contractual obligations have been fulfilled. Invoices to BJØRNKJÆR must show BJØRNKJÆR's purchase order number and the supplier's CBR no. Invoices must contain the payment terms stipulated on the purchase order. Any deviation in conflict with the purchase order shall not be applicable to BJØRNKJÆR.

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### 06. COMPLAINTS/DEFECTS OR DEFICIENCIES

The supplier guarantees that the goods ordered meet the specifications of the agreement. If this is not the case, the supplier must, according to the wishes of BJØRNKJÆR, replace the goods ordered with new materials or remedy deficiencies immediately without cost to BJØRNKJÆR. Remedial action can only take place if it can be done without delay, otherwise, if substitute goods have to be supplied, BJØRNKJÆR may make a claim against the supplier in the event of defects and deficiencies for up to two years from the date the goods ordered are taken into use by the end user. In the event of defects and deficiencies, the supplier undertakes to take remedial action at his own cost at the request of BJØRNKJÆR.

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### 07. INSURANCE/PRODUCT LIABILITY

The supplier provides an indefinite guarantee that the goods ordered do not contain any defects that may cause injury or damage covered by product liability. The supplier exempts BJØRNKJÆR from product liability and loss which can be fully or partially attributable to such defects. The supplier undertakes to exempt BJØRNKJÆR from any claims relating to product liability, and if the goods ordered fail to meet statutory requirements.

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### 08. APPLICABLE LAW AND DISPUTES

These present terms and conditions of purchase are subject to Danish law. Disputes arising between the supplier and BJØRNKJÆR with regard to the agreement and anything relating to it cannot be tried in court, but shall be settled by arbitration in accordance with the arbitration legislation that applies in Denmark. The venue of the arbitration tribunal shall be Aarhus.