

GENERAL TERMS AND CONDITIONS FOR PURCHASE OF GOODS AND SERVICES September 2023

Unless otherwise agreed between the Parties, these **Coromatic General Terms and Conditions for Purchase of Goods and Services (General Terms and Conditions)** apply to all delivery of goods or services to Coromatic A/S.

Unless otherwise agreed between the Parties, these General Terms and Conditions shall prevail over other terms and conditions, including previous versions of these General Terms and Conditions.

Definitions:

Agreement means the contract between the Parties including its Appendices and this General Terms and Conditions.

Affiliated Company means any legal entity that is directly or indirectly controlling the Party, or under the same direct or indirect control as the Party, or directly or indirectly controlled by the Party.

Agreed Price means the total amount payable under the Agreement for the Goods or Services.

Anti-Corruption Laws means all applicable laws against fraud, bribery, corruption, inaccurate books and records, inadequate internal controls, money-laundering.

Appendix shall mean a supplementary document which forms an integral part of the Agreement.

Authorized Person means the person authorized to represent the Party concerning signing or fulfillment of the Agreement.

Confidential Information means any information of a commercial, operational, or technical nature received in connection with the Agreement.

Data Processing Agreement shall mean an agreement entered into between the Parties relating to the processing of Coromatics personal data.

Deliverables shall mean the Goods or Service to be delivered to Coromatic in accordance with the Agreement.

Delivery Date means the day when the Delivery takes place, unless otherwise agreed, during office hours. Should the Delivery Date fall on a holiday, the Delivery Date shall be the immediate working day thereafter.

Effective Date means the date from which the Agreement is effective.

General Terms and Conditions means these Coromatic General Terms and Conditions for Purchase of Goods and Services.

Goods shall mean products or parts to be delivered under the Agreement including peripherals and documentation required for a proper function.

Intellectual Property Rights means patents, designs, inventions, copyrights and future copyrights and any other industrial and intellectual property rights, whether registered or not and applications, divisions, continuations, renewals, re-exams and reissues for any of the aforementioned respectively.

Party shall mean Coromatic, or any Coromatic Affiliated Company, or the Supplier, or any Supplier Affiliated Company, separately.

Parties shall mean Coromatic, or any Coromatic Affiliated Company, or the Supplier, or any Supplier Affiliated Company, jointly.

Service means all services performed by Supplier under the Agreement.

Supplier as identified in the Agreement, or any Supplier Affiliated Company.

1. Applicability and termination

By entering into the Agreement, the Supplier hereby also agrees to these General Terms and Conditions as part of the Agreement.

Both Parties may terminate the Agreement with immediate effect:

- If the other Party becomes insolvent or goes into bankruptcy;
- If the other Party is in breach of the Agreement and does not rectify such a breach, given 30 days written notice;
- If the other Party is in material breach of the Agreement;
- Because of sustained Force Majeure in accordance with section 19; or
- If the other Party commits illegal acts.

In addition to the above, Coromatic always has the right to terminate the Agreement with immediate effect if a change in the owner structure of the Supplier adversely affects Coromatic.

2. Goods

It is the responsibility of the Supplier to supply the Goods according to the Agreement and to verify that the Goods fulfil all agreed requirements and specifications.

3. Services

The Supplier of Services undertakes to perform the Service independently, in a professional manner, with due care and in accordance with applicable legislation.

It is the responsibility of the Supplier not to commence the Service without the required permits and approvals. The Supplier may not appoint subcontractors to perform the Service without Coromatic's prior consent.

Delivery of Services includes the delivery of all required and all related documentation. Coromatic has the right to copy, modify, translate and distribute the documentation.

Working hours must be verified and approved by Coromatic to be reimbursed.

The Supplier is liable for the correctness of data, figures, investigations and technical documentation provided by the Supplier.

Coromatic has the right to demand removal or replacement of any individual Supplier personnel for the performance of the Service.

Coromatic has the right to terminate a Service at any time. The Supplier is upon such termination entitled to compensation for work performed, however not for loss of profit or similar losses due to such termination.

4. Order

An order from Coromatic must be in writing and be approved by an authorized person to be considered a valid order.

5. Price, taxes and payment terms

Prices are in the prevailing currency of the country where Coromatic, as identified in the Agreement, has its registered office if not otherwise is explicitly stated in the Agreement. Prices are not subject to index or currency fluctuations unless explicitly stated in the Agreement. Prices shall be exclusive of VAT but inclusive of all other taxes and fees.

Costs for travel, accommodation, travel-time and other expenses are reimbursed only if agreed.

The Supplier shall ensure that any invoice(s) shall comply to any and all laws and regulations to enable Coromatic to fulfill its lawful obligations regarding input and output VAT/GST or any other similar tax. The Supplier is liable to indemnify Coromatic against all claims, including any tax surcharges, interest or other penalties by authorities and any hereto related other costs, which emanates from Coromatic's payment of any non-compliant Supplier invoice(s).

Terms of payment shall be sixty (60) days from invoice date.

6. Transfer of ownership and marking

Transfer of ownership to Coromatic shall take place when delivered Goods are in Coromatic's possession unless otherwise agreed.

Produced documentation and results from Services in connection with the Agreement is the sole property of Coromatic.

Software or source code developed at the Supplier's premises for Coromatic shall be deposited at a third party as agreed between the Parties (escrow).

The Supplier must mark any Goods in production and stored Goods belonging to Coromatic "Property of Coromatic" and store this separated from other Goods.

7. Terms of Delivery

Delivery of Goods is to be made DDP (by Coromatic specified premises) in accordance with Incoterms 2020 unless otherwise agreed.

8. Certificates

Any originals of material certificates and test certificates included in the Deliveries shall no later than on the Delivery Date be handed over to Coromatic. The Supplier shall maintain copies of delivered originals.

9. Documentation

Documentation required for mounting, start-up, operation, maintenance and repair shall no later than on the Delivery Date be handed over to Coromatic. Coromatic reserves the right to withhold any payments to the Supplier until all documentation has been delivered.

10. Acceptance

Any delivery shall be subject to Coromatic approval prior to final payments of the delivery, if not otherwise agreed. Coromatic's approval of time sheets or similar, or review or inspection during the performance of the delivery, does not constitute an acceptance of the Deliverables.

11. Early Delivery

Coromatic has the right to refuse any delivery performed earlier than the agreed Delivery Date.

12. Delay and Liquidated damage

The Supplier is obligated to pay liquidated damages for delay in the delivery and shall promptly notify Coromatic any such delay.

Liquidated damages shall be 1% of the Agreed Price for each commenced week from the agreed Delivery Date until actual complete delivery is performed. Maximum liquidated damages for the delay shall be 10% of the Agreed Price. If delivery has not taken place four (4) weeks after the agreed Delivery Date Coromatic has the right to terminate the Agreement or applicable parts of the Agreement.

13. Warranties

Deliveries must be in accordance with the Agreement and be free from defects in materials and workmanship. Unless otherwise agreed, the Supplier is liable for defects in Goods which appear within two (2) years from the Delivery Date or for Goods in storage from the day the Goods were taken into operation, however not exceeding a period of three (3) years from the Delivery Date. The Supplier is liable to rectify defects in Services within two (2) years from when the Service was completely performed. For performed architectural, engineering or design consulting services, the Supplier is furthermore liable to rectify errors in provided documentation within ten (10) years.

Coromatic shall as soon as reasonably possible, notify the Supplier when a defect is discovered. Supplier shall promptly and at its own expense remedy such defects in order to comply with the Agreement.

Notwithstanding the above, if the Supplier does not remedy any defects as soon as reasonably possible in line with its undertaking according to the Agreement, Coromatic has the right, at the Supplier's expense, to repair or replace any defective Deliverables or to rectify defects in Service.

14. HSSE, Quality and Sustainability

The Supplier shall have adequate routines for health, safety, security and environment management (HSSE) and quality management during the validity of the Agreement.

The Supplier undertakes to follow Coromatic's regulations and instructions regarding HSSE and quality.

During the term of the Agreement Coromatic has the right to audit the Supplier's performance under the Agreement, including basis for invoicing and time reports from sub-contractors.

During the validity of the Agreement, the Supplier shall have or agrees to develop practices which support the principles of sustainable development, specifically relating to climate change, for example greenhouse gas emissions, and where appropriate, the efficient use of natural resources, for example waste management and water. Furthermore, the Supplier shall have adequate routines and practices for the Supplier's business, originating from a code of conduct in line with current Coromatic's Supplier Code of Conduct.

15. Insurance

It is the duty of the Supplier to procure and maintain a general and products liability insurance at least providing cover for the Supplier's liability for property damage, personal injury and sudden and accidental environmental damage. When applicable, the liability insurance must also include extended cover for loss of or damage to property in the care, custody or control of Supplier.

If the Supplier provides consultancy services, the insurance policy must also provide cover for professional liability.

If the Supplier shall perform construction works, the Supplier shall procure and maintain appropriate insurance, covering the Supplier's responsibilities under the Agreement and depending on the scope and nature of the assignment, for example but not limited to CAR/EAR/all-risk insurance, building proprietor's liability pursuant to the environmental code and access cost, as well as restoration cost, insurance coverage.

Insurance must be procured with a reputable insurer and provide appropriate limits for delivery of Goods and Services. Upon specific request the Supplier must provide Coromatic with an insurance certificate. If the Supplier refuses to do so, Coromatic has the right to procure and maintain proper insurance cover at the Supplier's expense.

16. Confidentiality

For the purchase of goods and services that are covered by mandatory security legislation, special agreements must be entered into. Such special agreements have priority over these General Terms and Conditions.

Neither Party may without the other Party's written consent disclose to a third party any Confidential Information. This obligation shall survive the termination of the Agreement for a period of five (5) years.

The foregoing restriction shall not apply to information, which is proved to be:

- Known to the general public;
- Previously known to the receiving Party;
- Information a Party has received from a third party not a result of a breach of any confidentiality obligation; or
- Independently developed by either Party.

Notwithstanding the above, it is agreed that certain Confidential Information is required to be disclosed in order for the Parties to perform their obligations under the Agreement. Such information may be disclosed to third party without prior consent from the other Party provided this is reasonably necessary or that this is subject to a requirement by law governing the Agreement.

17. Data Protection

The Supplier shall comply with all applicable laws and regulations, including any appended Data Processing Agreement, when processing personal data under the Agreement. If the Parties have not concluded a Data Processing Agreement (either separately or by attaching such agreement as a part of the Agreement), Supplier is not allowed to process any personal data of Coromatic or on behalf of Coromatic.

The Supplier shall take appropriate precautions to a) prevent loss and alteration of any data or programs, b) to prevent unauthorized access to Coromatics information and communications technology environment or other confidential information and c) prevent introduction of any kind of malicious code to Coromatics environment. The Supplier shall always comply with Coromatics current information security requirements.

18. Liability

A Party shall be liable towards the other Party for loss or damage caused through negligence, omission or breach of the Agreement.

The Supplier is liable for all actions or omissions of its employees, or any other person or sub-contractor appointed by the Supplier, as if these actions or omissions were the Supplier's own.

A Party's total liability under the Agreement is limited to direct damages and shall not exceed 5 million DKK. Neither Party shall be liable for any special, incidental, consequential, or indirect damages.

Any limitation in either Party's liability under the Agreement does not apply to any acts of gross negligence, breach of confidentiality, data protection legislation or infringement of Intellectual Property Rights.

19. Force Majeure

A Party is not responsible for any failure to perform its obligations under the Agreement if such Party is prevented in performing its obligations by an event unforeseeable and fully beyond such Party's control (Force Majeure), including but not limited to, war, terrorism, riots, general strike, governmental resolutions and natural catastrophes.

In case of Force Majeure, the Party prevented from or delayed in performing its obligations must without undue delay notify the other Party giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure. Either Party must use reasonable efforts to mitigate and prevent any effect of the event of Force Majeure upon the Agreement.

Upon completion of the event of Force Majeure the Party affected must recommence the performance of all obligations under the Agreement.

Both Parties have the right to terminate the Agreement if a situation of Force Majeure continues or obviously can be expected to continue for at least three months.

20. Intellectual Property Rights

All intellectual property rights that the parties hold when the Agreement is entered into shall remain with each party. Intellectual property rights and any other methods, results or rights generated or created under the Agreement or as a result of the Agreement shall, on the other hand, vest with Coromatic together with the right to make changes in the work or to transfer the work. The Supplier expressly waives all claims or rights to compensation for such intellectual rights in favor of Coromatic. The Supplier shall assign and cause its personnel and subcontractors to assign any and all such rights to Coromatic.

The Supplier grants Coromatic a royalty-free, fully paid up, non-exclusive, perpetual, worldwide, irrevocable, transferable and sub-licensable right and license to freely exploit (including without limitation the rights to modify and prepare derivative works of the Deliverables) Intellectual Property Rights to the extent included in the Deliverables to the extent necessary in order to use the Deliverables as intended and/or to transition to another supplier.

If the Deliverables contain Supplier's or third party's standard software or other material such software and material shall be specified in writing in the Agreement together with applicable license terms and conditions.

Supplier shall defend, indemnify and hold harmless Coromatic against and from any and all consequences incurred by Coromatic and its personnel, directors, subcontractors and customers as a result of claims related to infringement or alleged infringement of Intellectual Property Rights.

Each Party shall without undue delay inform the other Party of any claims, which it has received and agree to mitigate the possible damages as far as reasonably possible. Supplier agrees to defend at Supplier's risk and expense such claims with counsel acceptable to Coromatic, at Coromatics' prior written request for such defense. Coromatic shall be given the opportunity to participate in such defense to safeguard its interests.

21. Indemnification for Damage

Supplier shall defend, indemnify and hold harmless Coromatic against any liabilities, damages, costs, expenses or loss incurred by Coromatic and its personnel, directors, subcontractors and customers as a result of any claims related to and/ or arising from injury and/or death, loss of and/or damage to property which may be attributable to Supplier's performance of its obligations under the Agreement.

22. Anti-Corruption

Each Party shall comply with all applicable Anti-Corruption Laws in connection with the Agreement and shall maintain policies and procedures designed to promote and achieve compliance with such Anti-Corruption Laws.

Either Party shall not, directly or through any other person or firm, promise or give to the other Party's employee, or to any third party, any benefit that she or he is not legally entitled to. In the event of a Party's breach of this clause, the other Party has the right to immediately terminate the Agreement. The breaching Party must reimburse the other Party for all costs incurred as a result of such breach and termination.

23. REACH

The Supplier must take all necessary measures in order to fully comply with the Regulation (EC) No 1907/2006 of the European Parliament and of the Council on the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH).

24. Compliance with Trade Laws

Supplier shall comply with all applicable laws and regulations regarding export control, export restrictions and economic sanctions. Supplier warrants that the Deliverables can be provided in accordance with the Agreement without breaching any sanctions. Supplier warrants that during the term of the Agreement and as long as Supplier has any obligations under the Agreement thereafter, neither the Supplier or its affiliated companies, shall be the subject of any sanctions issued by the United Nations, United States or the European Union.

In the event that Supplier learns of a violation of trade laws relating to the performance of the Agreement, or a potential violation, it will alert Coromatic in writing as soon as possible, but no later than 14 days after acquiring such knowledge. Coromatic may terminate the agreement to the extent that Coromatic reasonably concludes that performance would cause it to breach applicable trade laws or put it at risk of becoming the subject of economic sanctions under such laws. Supplier agrees to provide Coromatic, free of charge, with all the necessary formalities, such as import/export classifications, export and re-export authorizations and all other information required for Coromatic to be able to receive and utilize the Delivery for the intended purpose.

25. No Waiver

Failure by either Party to exercise any rights in the Agreement shall not affect in any way the right to exercise such right in the future nor affect in any way the right for such Party to require a performance in accordance with the Agreement.

26. Notice

Notices to be provided under the Agreement shall be sent via regular mail, courier or email unless otherwise agreed.

27. Transfer of the Agreement

Neither Party may transfer the Agreement to a third party without the written consent of the other Party. Coromatic shall however have the right to transfer the Agreement within the Coromatic Group without such consent.

28. Surviving clauses

The following clauses together with agreed changes and additions to these stated in the Agreement shall survive the Agreement regardless of the reason for its termination: 13, 15, 16, 17, 18, 20, 21, 24, 28, and 31.

29. Severability

If any provisions of the Agreement by applicable law should be invalid or unenforceable shall not invalidate or render unenforceable the entire Agreement and the Agreement shall continue in force and be interpreted so that the intent of the Agreement may be carried out.

30. Changes to the Agreement

Additions or changes to the Agreement must be agreed in writing between the Parties.

31. Dispute resolution and Applicable Law

The Agreement and all matters arising out of or in connection with the Agreement shall be construed and governed exclusively in accordance with the laws of Denmark without regard to its choice of law provisions. The application of the United Nations Convention on Agreements for the International Sale of Goods (CISG) is excluded.

Any dispute arising out of or in connection with this contract, including any disputes regarding its existence, validity or termination, shall be finally settled by arbitration administered by the Danish Institute of Arbitration in accordance with the Rules of Arbitration adopted by the Board of the Danish Institute of Arbitration."

The arbitral tribunal shall be composed of three arbitrators, unless the disputed amount is less than 1,5 million DKK in which case the Parties agree to refer the dispute to Express Arbitration. The amount in dispute includes the claims made in the request for arbitration and any counterclaims made in the response to the request for arbitration.

The seat of arbitration shall be Copenhagen and the language to be used in the arbitral proceedings shall be Danish.

Any dispute, controversy or claim arising out of or in connection with the Agreement including without limitation existence or potential existence of proceedings, actual proceedings, any oral statements made, documents and data submitted, as well as the final award shall be deemed to be Confidential Information.