



## BIOFOS's general terms and conditions of purchase and delivery for purchase of goods and services, hereinafter the "General Terms and Conditions of Purchase"

### 1. GENERAL

1.1 BIOFOS's General Terms and Conditions of Purchase apply in the relationship between BIOFOS's suppliers, hereinafter referred to as the Supplier, and BIOFOS, unless other written agreement drawn up by BIOFOS exists. BIOFOS's General Terms and Conditions of Purchase apply to all purchases of individual goods and services not subject to a tender procedure and contracts for several and/or continuous supplies, including framework agreements/supply agreements/price agreements/service agreements, etc.

1.2 BIOFOS - hereinafter referred to as the Purchaser - is represented in the form of BIOFOS A/S (Company (CVR) no. 25601920).

1.3 Agreement. All contract documents, including the order placed by Purchaser, the framework agreement/supply agreement/price agreement/service agreement, etc, including any appendices, entered into by Purchaser, and these General Terms and Conditions of Purchase. The Supplier's standard terms and conditions are not considered to be part of the Agreement. If a contract document drawn up by the Supplier includes terms, etc, that are inconsistent with these terms and conditions, Purchaser reserves the right to disregard such terms, etc, unless Purchaser has notified the Supplier in writing that these terms and conditions are to be departed from.

1.4 Assignment, sale or raising of loans. The Supplier may not without the Purchaser's written consent wholly or partly assign, sell or raise loans on goods and services comprised by the Agreement, including the deriving floating debt, to third parties. The Supplier with whom the Agreement is entered into is responsible at all times for the proper performance of the supply.

1.5 Intellectual property rights. The Purchaser acquires the unlimited and irrevocable right to use analyses, reports, all documents, software and other digital data specifically created for the Purchaser as a part of this Agreement.

1.6 Termination. The parties are entitled to terminate the Agreement at one month's notice to expire at the end of a month. On termination of the Agreement, the Purchaser is under an obligation to pay the Supplier for the work performed by the Supplier until the date of the notice of termination.

1.7 Incapacity. The Supplier must inform the Purchaser if there may be a conflict of interest in connection with this Agreement. Failure to provide this information is considered material breach and the Purchaser can terminate the Agreement.

1.8 Occupational accidents. The Supplier must immediately inform the contract manager in BIOFOS if one of the Supplier's employees or the subcontractors' employees is exposed to an occupational accident in connection with the execution of the Agreement. This applies regardless of whether the accident is with or

without absence. Incidents which could have resulted in occupational accidents, but where no personal injury occurred, are called near misses. The Supplier must also inform the contract manager in BIOFOS of these incidents.

### 2. SUPPLIER'S SUPPLY OBLIGATIONS

2.1 Qualifications in relation to services. The Supplier must ensure that for the purpose of performance of the Agreement, its representatives have the training and education, experience, know-how and skills relevant and required for the performance of the Agreement. In addition, the Supplier must comply with Purchaser's occupational health and safety guidelines set out on Purchaser's website.

2.2 Applicable law. The Supplier represents that the goods and services supplied comply with Danish law,

norms and regulatory requirements, including environmental and occupational health and safety requirements.

2.3 Delivery. Goods are considered to have been delivered once the agreed goods have been placed at the Purchaser's disposal at a location designated by the Purchaser and the Purchaser has acknowledged receipt thereof. The Supplier bears the risk of the goods until delivery. Services are considered to have been delivered when completed and the Purchaser has accepted them.

2.4 Work sheet. The supply of services is completed by the handing-over of a work sheet prepared by the Supplier and specifying time consumed, materials, carriage, any deliveries of goods including description and quantity of the goods, name of recipient, place of performance and the Purchaser's order reference.

2.5 Delivery note. Delivery of goods, including technical equipment, must be accompanied by a dated delivery note describing the goods and stating the quantity and order number/requisition number provided by the Purchaser, the Purchaser's reference and the recipient's name and place of delivery.

### 3. PRICE

3.1 Prices. All prices stated in the Agreement are in Danish kroner. Prices are exclusive of VAT, but inclusive of all fees, surcharges and any customs duties.

3.2 Services included. The Supplier's price includes delivery, carriage and all other services required for performance of the Agreement.

3.3 Price adjustment. Prices are not adjusted during the first year after the Agreement was signed, after which prices will be adjusted once a year in accordance with the net consumer-price index of Statistics Denmark. Prices are adjusted by the percentage change in the price index and must be given to one decimal place.

3.4 Additional goods and services may only be invoiced subject to Purchaser's prior written approval

thereof, including approval of the related scope and conditions.

#### 4. TERMS OF PAYMENT

4.1 Due date. The deadline for payment is 30 days from the submission of an adequate invoice. An invoice must be sent no later than 5 working days after the invoice date.

4.2 Electronic invoicing. Invoices must be submitted as electronic invoices, see the Danish Executive Order no. 1203 on public payments (Lov nr. 1203 om offentlige betalinger), and on the basis of the EAN no. provided. A correct and adequate invoice must include the following information in the machine-readable field concerning the purchase:

- The order number provided by the Purchaser
- The initials of the procurement officer
- The name and company (CVR) no. of the Supplier and the name of the Supplier's employee responsible for the order
- Specification of all goods/services covered by the invoice
- Relevant description of all goods/services covered by the invoice
- Date, time and place of delivery
- Invoice date and amount inclusive and exclusive of VAT.

The service description, quantity type and price indication must correspond to the quotation list.

An invoice must be sent no later than 5 days after the set invoice date. Purchaser reserves the right to be sent a credit note if the invoice is not adequate and drawn up in accordance with the Agreement.

4.3 Electronic invoices must be submitted to EAN/GLN-nr. 5790002135569 in either PEPPOL BIS3 or OIOUBL format.

4.4 No charges. In connection with electronic invoicing, the Supplier cannot collect any form of charges.

4.5 Successive delivery. If the quantity/service ordered is delivered successively, the Supplier can only issue an invoice for the quantity/service delivered.

4.6 Interest can only be charged in accordance with the Danish Interest Act (*renteloven*).

#### 5. BREACH

The Supplier is liable for any defects/lack of conformity according to the provisions of the Danish Sale of Goods Act (*købeloven*) on B2B transactions and generally according to the general rules of Danish law. The burden of proof is on the Supplier in case of doubt concerning defects/lack of conformity and the Supplier's compliance with warranties.

Unless otherwise provided by these terms and conditions, the conditions of the Danish Sale of Goods Act are adhered to with respect to remedial action obligation, termination of the Agreement for breach and replacement purchases.

5.1 Warranty. The Supplier provides a two-year warranty from the time of delivery. The Supplier warrants that the goods/services comply with all relevant official regulations/safety regulations (in force at the time of order confirmation), comply with applicable industry standards and are of such quality as Purchaser can rightly expect.

5.2 Complaints. Purchaser must assert any defects/lack of conformity no later than two years after delivery, unless building materials are involved. For building materials, complaints may be made up to ten years after delivery, see the general limitation rules.

5.3 Defects/lack of conformity and delay. Defects/lack of conformity and/or delay exist if the Supplier's goods and services do not correspond to that agreed.

5.4 Material defects/lack of conformity. The following are examples of material defects/lack of conformity: the Supplier fails to deliver on time, see the appendices to the Agreement; the Purchaser ascertains several non-material defects/instances of lack of conformity which together reduce the applicability of the supply; the Supplier either goes bankrupt or a petition in bankruptcy is filed against the Supplier; or the Supplier for other objective reason is not expected to be able to perform the Agreement.

5.5 Remedial action and right of termination for breach. During the warranty and complaint period, the Supplier must remedy any defect/lack of conformity free of charge. Basically, remedial action must be by delivery free of charge of supplementary goods and services, additional documentation and/or consultancy services or repair. This also applies if the Purchaser and Supplier agree that repairs are to be carried out on site or at local repairers. Instead of remedial action, the Purchaser may demand replacement delivery or wholly or partly terminate the contract for breach.

5.6 As of the time of replacement, a new two-year warranty and complaint period for the replaced part must apply to parts replaced in connection with remedial action. If a significant part of the subject-matter of the Agreement is replaced during the warranty and compliant period, a new two-year warranty and compliant period will apply to the entire subject-matter of the Agreement as of the time of replacement.

5.7 Return of goods due to defects/lack of conformity in the goods is for the Supplier's account and risk.

5.8 Cover purchases. If the Supplier cannot deliver on time, the Supplier must immediately notify the Purchaser by email and telephone. The Purchaser is entitled to make cover purchases elsewhere.

5.9 Compensation. The difference between the price offered and the price of the cover purchase can be charged to the Supplier.

#### 6. DAMAGES

6.1 Liability in damages. The Supplier is liable in damages towards Purchaser according to the general rules of Danish law.

6.2 Liability insurance. At the Purchaser's request, the Supplier must document that appropriate liability insurance in relation to the industry covering the supply has been taken out.

#### 7. DUTY OF CONFIDENTIALITY

7.1 Duty of confidentiality. The Supplier, its personnel and subcontractors must observe unconditional secrecy with respect to any information about Purchaser's trade secrets and other confidential matters.

7.2 References. The Supplier may not without the prior written consent of Purchaser's executive board or head of communications use Purchaser's name,

logo or business affairs for reference or advertising purposes.

## **8. FORCE MAJEURE**

8.1 Force majeure. No party is liable in damages for circumstances beyond that party's control and which, on conclusion of the agreement, the party ought not to have taken into consideration (unpredictability). Force majeure events are external extraordinary events beyond the parties' control, and which render a party's performance of its obligation impossible, including war, riot, acts of terrorism and Acts of God.

8.2 Subcontractors. Circumstances that prevent a subcontractor – to which the Supplier assigns tasks after conclusion of the agreement - from performing its agreement with the Supplier can only be invoked as force majeure by the Supplier vis-à-vis the Contracting Authority to the extent the same circumstances would have prevented the Supplier from providing the service, had the Supplier chosen another subcontractor or chosen not to use subcontractors.

8.3 Duration. Force majeure can be invoked for no longer than the duration of the force majeure situation.

8.4 Payments associated with services and/or deliveries that are delayed or not provided as a result of force majeure are postponed or cancelled accordingly.

8.5 Duty to inform. If a party intends to invoke force majeure, such party must notify the other party accordingly in writing without undue delay after the force majeure situation occurred. Force majeure can only be invoked for the part of the agreement affected by force majeure.

## **9. CHANGES**

9.1 Any changes to the General Terms and Conditions of Purchase, see clause 1.1, are subject to written agreement between the Supplier and Purchaser.

## **10. DISPUTES, etc.**

10.1 Precedence. In case of mutual disagreement, the following order of precedence will apply, such that wordings of preceding documents will take precedence over documents set out later: (i) the Agreement concluded by Purchaser, see clause 1.3, (ii) the general rules of Danish law and (iii) the Supplier's standard terms and conditions.

10.2 In case of any disagreement between the parties concerning this Agreement and/or its performance, and such disagreement cannot be resolved by negotiation, the case must be settled according to Danish law before the Copenhagen City Court.

## **11. COMMENCEMENT**

11.1 These General Terms and Conditions of Purchase will become effective on conclusion of the Agreement, see clause 1.3.