

0. PREAMBLE

These general conditions for project purchase (hereinafter referred to as "Conditions") reflect the SUPPLIER's general obligations and liabilities when PURCHASER procures components, equipment, system and services for projects awarded to PURCHASER, hence the magnitude and content.

1. GENERAL CONDITIONS AND ORDERS

- 1.1 These Conditions form part of the Contract or Purchase Order (hereinafter individually or collectively referred to as "Order") affixed hereto and agreed between PURCHASER and SUPPLIER whose details are set out in the Order. SUPPLIER and PURCHASER may hereinafter also be referred to individually as "Party" and collectively as "Parties".
- 1.2 The Order, the Conditions and other documents specifically agreed between the Parties constitute the entire agreement (hereinafter referred to as the "Agreement") between the Parties. The Agreement replaces and supersedes all other prior agreements between the Parties as well as any terms and conditions otherwise applicable. By confirming the Order or by performing or supplying any Supplies or invoicing pursuant to the Order, SUPPLIER expressly agrees and accepts all terms of the Agreement.
- 1.3 These Conditions shall apply to all Supplies to PURCHASER irrespective of the contents of any sales terms and/or delivery conditions of SUPPLIER. Any changes in or additions to the Conditions or the Agreement shall be agreed in writing and duly signed by the Parties.
- 1.4 Only written Orders may be considered binding on the Parties. Any written communication related to an Order shall include the Order number, project number and project name, if any.
- 1.5 "Supplies" mean the entire scope of works including but not limited to the supply of goods, products, equipment, services etc., to be delivered from time to time, by SUPPLIER to PURCHASER in accordance with the Agreement.
- 1.6 The SUPPLIER shall secure that relevant support resources are available and accessible during the entire project execution until Handover and subsequently during warranty period in order for PURCHASER to have the SUPPLIER being able to deliver also in periods where the SUPPLIER would normally not be fully manned. It means that such resources cannot be fully tied up with other tasks or be on vacation or otherwise unavailable.

2. REGULATIONS & STANDARDS

- 2.1 SUPPLIER undertakes to ensure

that the Supplies conform to European Machinery Directive 2006/42/EC and Annexes, as amended from time to time, and that a full technical file as stipulated in said Machinery Directive Annex VII is available to PURCHASER upon request; and

that the Supplies conform to all project specific and other relevant laws, regulations and standards in force at the time of handover in the country stated in the Order as the place of use or, if no place of use is stated, in Denmark. SUPPLIER is deemed to be familiar with any such applicable laws, regulations and standards; and

that all required documentation to be submitted to PURCHASER comply with the aforesaid Machinery Directive 2006/42/EC and all relevant laws, regulations and standards; and

that all required documentation also comply with PURCHASER's project specific requirements to SUPPLIER's documentation.

3. ENVIRONMENT, DUTY TO DECLARE AND DANGEROUS GOODS

- 3.1 If the Supplies are subject to imposed restrictions and/or information requirements (e.g. REACH, RoHS) SUPPLIER shall make a duly and detailed declaration no later than the date of delivery of the Supplies or the first part thereof.
- 3.2 If the Supplies according to international regulations are classified, fully or partly, as dangerous goods, SUPPLIER shall inform PURCHASER accordingly no later than the date of order confirmation.

4. EXPORT CONTROL AND FOREIGN TRADE DATA REGULATIONS

- 4.1 SUPPLIER shall comply with all applicable export control, customs and foreign trade regulations ("Foreign Trade Regulations"). SUPPLIER shall advise PURCHASER in writing within two weeks of receipt of the signed Order - and in case of any changes without undue delay - of any information and/or data required by PURCHASER to comply with all Foreign Trade Regulations in case of export and import as well as re-export, including without limitation:

- All applicable export list numbers, including the Export Control Classification Number according to the U.S. Commerce Control List (ECCN); and
- The statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; and
- The country of origin or non-preferential origin, as the case may be; and
- SUPPLIER's declaration of preferential origin or certificates if required.

4.2 SUPPLIER shall be liable for any expenses, cost damages etc. incurred by PURCHASER due to SUPPLIER's breach of any of the above obligations. Any such breach shall be deemed to constitute a material breach.

5. DELIVERY

5.1 Unless the Order specifies otherwise, SUPPLIER shall deliver the Supplies FCA INCOTERMS 2010 at SUPPLIER's registered address. Title to all Supplies shall pass to PURCHASER upon delivery.

5.2 SUPPLIER shall comply strictly with the date of delivery specified in the Order. Partial delivery may take place subject to PURCHASER's prior consent.

5.3 SUPPLIER shall be responsible for safe and adequate packaging of the Supplies and shall conform to PURCHASER's specific instructions for packaging, if any, including any particular requests for marking.

5.4 A delivery note informing about the Order number, goods number and quantity shipped shall be included with every delivery. If any quantity information is absent PURCHASER's counting or weighing, as the case may be, of the delivery shall serve as evidence of the quantity delivered.

5.5 Notwithstanding the agreed delivery term cf. Section 5.1 above, risk shall remain with SUPPLIER until the Supplies have been accepted by PURCHASER.

6. PRICE AND PAYMENT

6.1 The purchase price shall remain firm and fixed as stated in the Order and shall not be subject to regulation of any kind.

6.2 Unless otherwise agreed or stated in the Order, PURCHASER shall pay the purchase price for the Supplies within CURRENT MONTH OF INVOICE + 62 DAYS. Invoice may be issued upon acceptance of delivery by PURCHASER.

7. DELAY

7.1 SUPPLIER recognises that PURCHASER in its contracts must comply with the term that timely delivery of any and all Supplies is of the essence. As a consequence hereof SUPPLIER acknowledges PURCHASER's reason for implementing the liquidated damages and measures set out in this clause 7.

7.2 If a delivery of Supplies, fully or partly, is delayed, the SUPPLIER shall immediately inform PURCHASER hereof and also inform about necessary initiatives taken by SUPPLIER to minimize the delay. The SUPPLIER shall cover its own costs in relations to such initiatives and shall additionally compensate PURCHASER for any losses, costs, expenses, damages and liabilities in connection with the delay equivalent to an amount of a half per cent (**0.5%**) of the total Order value for every commenced day of delay, up to a maximum of ten per cent (**10%**) of the total Order value. The amounts stipulated may differ depending of the nature and the magnitude of the Supplies and the Order value; however, the amounts shall be enforced as stipulated if not otherwise agreed on a project basis.

7.3 SUPPLIER acknowledges that the payments described in clause 7.2 above are in the nature of liquidated damages, and (i) are not a penalty, (ii) are fair and reasonable; and (iii) represent a reasonable and genuine pre-estimate of the losses that would be incurred by PURCHASER in the event of delay of the Supplies. SUPPLIER agrees and accepts to waive any rights he may have, under law or otherwise, to allege that the payments described herein are a penalty, or are unenforceable for any reason.

7.4 If a delay of the Supplies, fully or partly, is delayed in excess of the above and thus reaches the cap of the liquidated damages, PURCHASER shall be entitled, as stipulated by law, to invoke one or more of the following measures to be covered and paid for by the SUPPLIER:

- Insist that SUPPLIER fulfils the Agreement; OR
- Inform SUPPLIER within a reasonable time that the Order is cancelled, fully or partly, as a result of the delay; OR
- Take the delayed Supplies out of the hands of SUPPLIER and to complete the delivery of the Supplies at SUPPLIER's expense, which may include the involvement of a qualified third party; AND
- Claim full compensation, which shall include but not be limited to losses, costs, expenses, damages and liabilities, whenever and however caused, whether directly or indirectly, relating to or arising out of or in any way connected to the delay and incurred by PURCHASER as a result of the delay.

8. INSURANCE

8.1 SUPPLIER shall take out and maintain adequate insurance(s) including but not limited to public and product liability. Said insurance(s) shall be valid worldwide and be subject to the following minimum coverage: : Minimum blanket cover of 6,000,000 EUR (six million euros) for damage to property and personal injury and a blanket cover of EUR 500,000 (five hundred thousand Euros) for financial loss.

8.2 In addition, SUPPLIER shall provide other coverage that PURCHASER may reasonably require from time to time. Upon request SUPPLIER shall present evidence that the required insurance is in force. The required insurance shall in no way be construed as a limitation of SUPPLIER's liability.

8.3 SUPPLIER shall also provide insurance cover against damage to the Supplies while in transit to the place of delivery specified by PURCHASER; this cover shall be equal to 110% of the Order value.

- 8.4 If the Supplies relate to software, controls or similar products or services, SUPPLIER shall take out and maintain adequate insurance cover in relation to professional indemnity and/or consultancy liability and data liability i.e. cover for loss of data.

9. WARRANTY AND NON- CONFORMITY

- 9.1 SUPPLIER warrants and guarantees that the Supplies are fit for purpose and meet the requirements/specifications stipulated by PURCHASER or as agreed between the Parties and are free from any right or claim of any third party, including rights or claims based on industrial or other intellectual property.
- 9.2 Unless the Parties agree otherwise , SUPPLIER's warranty shall be for a period of two (2) years from the date of handover to end-customer save for any claim(s) based on industrial or other intellectual property, which shall not be time barred.
- 9.3 SUPPLIER warrants that the Supplies are free of any defects. SUPPLIER furthermore warrants that the Supplies are free from all liens, charges and encumbrances and do not violate any right of a third party. If the Supplies violate any right of a third party, including but not limited to any right based on industrial or other intellectual property, such violation shall be deemed to constitute a significant lack of conformity.
- 9.4 In case of any non-conformity SUPPLIER shall be liable to initiate immediate remedial action (substitution and/or repair) at his own expense in order to achieve conformity of the Supplies.
- 9.5 If the non-conformity of the Supplies is significant PURCHASER shall be entitled to either (i) take the Supplies out of the hands of SUPPLIER and complete the Supplies at SUPPLIER's expense including involvement of a qualified third party, if required, or (ii) cancel the purchase order, fully or partly, and (iii) to claim full compensation, which shall include but not be limited to losses, costs, expenses, damages and liabilities incurred as a result of the lack of conformity.
- 9.6 If the non-conformity is not significant, PURCHASER shall be entitled to receive a proportionate reduction in the purchase price, if PURCHASER accepts the non-conformity.
- 9.7 Any non-conformity occurring during the warranty period of more than 3% (three percent) of the delivered Supplies of any given production or delivery batch shall be deemed an epidemic lack of conformity. Within 1 (one) week from notification of an epidemic lack of conformity, SUPPLIER shall inspect and/or replace all Supplies of the same production or delivery batch without any cost to PURCHASER.
- 9.8 PURCHASER shall notify SUPPLIER of any non-conformity and/or violations of rights of a third party within a reasonable time after PURCHASER has obtained knowledge of the non-conformity and/or violation.

10. LIABILITY

- 10.1 SUPPLIER shall fully indemnify and hold PURCHASER harmless against any kind of loss and costs which PURCHASER may sustain in relation to any liability arising out of or aggravated by SUPPLIER and/or the Supplies.
- 10.2 If a third party submits a claim against PURCHASER which either the third party or PURCHASER maintains is caused by - or aggravated by - SUPPLIER and/or the Supplies, PURCHASER shall inform SUPPLIER immediately and SUPPLIER shall be obliged to defend PURCHASER against the claim to the furthest extent possible.
- 10.3 SUPPLIER shall be liable for any and all of his subcontractors to the same extent that he is liable for his own servants and agents etc.
- 10.4 A Party may only be exempt from liability in respect of non-performance of its obligations according to the Order if so provided by applicable law. Any supply from a subcontractor to SUPPLIER shall not exempt SUPPLIER from liability in respect of non-performance of SUPPLIER's obligations.
- 10.5 Regardless that a Party is exempt from liability, cf. Section 10.4, this does not prevent the other Party from cancelling the Agreement due to a fundamental breach of Agreement for any other reason.
- 10.6 If SUPPLIER knows or ought to know that PURCHASER issued the Order with a view to fulfil an agreement with a specific customer or at a specific place of use and if PURCHASER or the customer is precluded from fulfilling such agreement by circumstances beyond either of the said parties' control, PURCHASER has the right to cancel the Agreement and to be exempt from liability.
- 10.7 Notwithstanding any provision of these Conditions or of the Agreement, PURCHASER shall be entitled to set off any payments due by PURCHASER to SUPPLIER against any sum(s) that SUPPLIER is liable to compensate PURCHASER in relation to any delay of the Supplies, whether fully or partly.

11. WORK DONE AT PURCHASER OR AT THE PLACE OF DELIVERY

- 11.1 SUPPLIER performing work at PURCHASER's premises or at the place of delivery shall indemnify PURCHASER for any kind of loss or cost that is inflicted on PURCHASER due to SUPPLIER's acts or omissions. SUPPLIER shall take out adequate insurance to cover such liability and shall upon request present evidence that the said insurance is in force. The insurance shall in no way be construed as a limitation of SUPPLIER's liability.
- 11.2 SUPPLIER shall in a proactive manner be familiar with and observe all safety regulations and other provisions at the place of work and secure that his employees and subcontractors, if any, are properly instructed.

12. SPARE PARTS

- 12.1 The lifetime expectancy of PURCHASER's deliveries including safety related parts of the operating deliveries is set at minimum 20 years.
- 12.2 Original parts are specified by the manufacturer/SUPPLIER. In order to avoid shortages of original spare parts during the expected lifetime SUPPLIER must secure that two suitable original replacement parts of each part of the Supplies are defined.
- 12.3 SUPPLIER warrants his ability (i) to supply original parts OR (ii) to supply parts identical in form, fit and function to the original parts delivered to PURCHASER in order to keep PURCHASER's deliveries in operation for the lifetime period.
- 12.4 SUPPLIER must in a proactive manner co-operate with PURCHASER to ensure timely replacement if any of the parts which become obsolete in the market. SUPPLIER shall inform PURCHASER about any obsolescence no later than six months prior to the part(s) becoming obsolete and SUPPLIER shall at the same time grant PURCHASER a last buy option.
- 12.5 SUPPLIER warrants that in case of liquidation, involuntary or voluntary bankruptcy, restructure as well as termination of business PURCHASER shall be given access to and obtain the rights to any and all drawings, technical specifications and other documents, and any tools and pertaining equipment, forms and models, etc. including any kind of pertaining intellectual property rights, if any, in order to procure or produce the parts himself or by means of a qualified third party.

13. INTELLECTUAL PROPERTY RIGHTS (IPR)

- 13.1 Any drawings, technical specifications and other documents, and any tools and attached equipment, forms and models, etc. which belong to PURCHASER but have been entrusted to SUPPLIER for his use, shall remain the property of PURCHASER and shall be returned to PURCHASER whenever PURCHASER so desires. The obligation to return includes any and all copies of the said material. SUPPLIER shall use such material solely for the purposes of fulfilling his obligations under the Order.
- 13.2 SUPPLIER shall take commercially reasonable steps to protect PURCHASER's materials and information from unauthorized use, disclosure or duplication. SUPPLIER shall not disclose the existence of the Order to any third party, including any Supplies, prices, pictures, descriptions or samples without PURCHASER's prior written consent.
- 13.3 SUPPLIER shall at his own expense safeguard and duly insure PURCHASER's property in SUPPLIER's custody or control, and shall provide proof of such insurance upon request.
- 13.4 Any drawings, technical specifications and other documents, and any tools and attached equipment, forms and models, etc. which have been developed or acquired by SUPPLIER in anticipation of fulfilling the Supplies including subsequent production of spare parts shall be the property of PURCHASER upon creation or if not yet in existence, the intellectual property rights shall so vest immediately upon coming into existence.
- 13.5 To the extent SUPPLIER holds or acquires any title to any such materials, SUPPLIER declares and confirms that he holds that title as trustee and agent for PURCHASER's sole benefit, and hereby grants PURCHASER an exclusive, royalty-free, assignable, sub-licensable, irrevocable, worldwide license to fully exploit all rights SUPPLIER may have arising from that title. SUPPLIER hereby waives, on its behalf and as agent for SUPPLIER's personnel, any moral rights in any such materials. SUPPLIER will on request sign such documents and take such other actions as PURCHASER may reasonably request to effect, perfect or enforce PURCHASER's rights in such materials.
- 13.6 Any drawings, technical specifications and other documents, and any tools, forms etc. shall not be used for any other purpose than stipulated and shall not be handed over to any third party by SUPPLIER without PURCHASER's prior written consent. If PURCHASER consents, SUPPLIER shall be obligated to impose the same restrictions on the third party as SUPPLIER has assumed under these terms and conditions.
- 13.7 Pre-existing IPR
 - 13.7.1 Each Party shall be the sole owner of its pre-existing IPR, however acquired or held and whether originated by or licensed to such Party, and shall have exclusive right to their use. Subject to 13.7.2, the Parties shall refrain from using pre-existing IPR of the other Party without its prior written consent.
 - 13.7.2 If the Supplies, fully or partly, embodies pre-existing IPR belonging to SUPPLIER or to a third party, or would constitute a modification and/or an improvement of such IPR, SUPPLIER grants, or undertakes to obtain from the third party holding the said IPR, for the benefit of PURCHASER a non-exclusive, fully paid-up and irrevocable license of such IPR including the right to grant sub-licenses and/or to transfer or assign such license. This license shall include but not be limited to rights of representation, transmission and reproduction, operation, and use of the IPR within the limits required for the use of the PURCHASER's deliveries. The price of the Supplies includes the remuneration of SUPPLIER or the third party owning the IPR for the grant of such license. Any outcome resulting from the said license(s) shall become and remain the sole property of PURCHASER.
- 13.8 SUPPLIER shall fully indemnify, hold harmless and defend PURCHASER against any kind of loss, damage, cost and expense, etc. that PURCHASER may sustain arising from any actual or claimed infringement or misappropriation of any industrial or other intellectual property with respect to any Supplies provided under the Order.
- 13.9 If PURCHASER's or his customers' use of any Supplies provided under the Order is restricted, SUPPLIER shall, at his own expense, procure for PURCHASER and his customer the right to continue using the Supplies. If SUPPLIER is unable to do so, he shall at his own expense either replace the infringing Supplies with non-infringing Supplies, or modify the infringing Supplies so that they become non-infringing, provided that any replacement or modified Supplies contain the same or a fully equivalent functionality. If the use of any Supplies is restricted temporarily or permanently, PURCHASER may return the Supplies to SUPPLIER for full credit and cancel any remaining portion of the Order.

13.10 SUPPLIER is obliged to verify title and inform PURCHASER of any possible conflicting rights as it is essential, that the Supplies are delivered free of any third party rights.

14. TAXES, FEES & DUTIES ETC.

14.1 Any and all taxes, fees, duties and other sorts of charges pertaining to the Supplies and/or SUPPLIER's delivery of the Supplies shall be borne exclusively by SUPPLIER, regardless when, where, by whom and for whatever reasons any such taxes, fees, etc. may be imposed on the Supplies or SUPPLIER.

14.2 It shall be the explicit and unconditional obligation of SUPPLIER to secure knowledge of any relevant laws and regulations in respect of required taxes (including exemptions if any), duties, etc. and of any subsequent obligation (or risk of same) for PURCHASER to withhold and/or effect payment to authorities on the part of SUPPLIER.

14.3 If applicable law provides tax exemption for SUPPLIER and assistance from PURCHASER is required for achieving the tax exemption, then PURCHASER will provide such reasonable assistance.

14.4 If PURCHASER at any given point in time is requested either by law or authoritative instruction, nationally or internationally, to either withhold and/or effect payment to authorities for any taxes, duties, etc. pertaining to the Supplies and/or SUPPLIER, and PURCHASER, though entitled thereto, has not withheld any money to secure payment of any such costs, taxes, duties, etc. then SUPPLIER shall fully reimburse PURCHASER of any such imposed amounts.

15. TERMINATION

15.1 PURCHASER may terminate the Agreement if:

- i. PURCHASER so wishes for convenience subject to giving SUPPLIER a reasonable notice.
- ii. PURCHASER reasonably anticipates that SUPPLIER will no longer be able to fulfil the Agreement, and SUPPLIER does not, upon receipt of PURCHASER's notification, convince PURCHASER of that SUPPLIER is capable of fulfilling the Agreement, or
- iii. SUPPLIER is in breach of the Agreement and does not remedy the breach upon PURCHASER's notification to SUPPLIER, and without inconvenience to PURCHASER and/or to his customer, or
- iv. SUPPLIER is in material breach of the Agreement. In any such event PURCHASER may terminate the Agreement immediately by mere notification to SUPPLIER, or
- v. PURCHASER's employment under a contract is terminated in whole or in part, for whatever reason, prior to SUPPLIER having fully performed his obligations under the Agreement, then PURCHASER may at any time thereafter by notice to SUPPLIER immediately terminate SUPPLIER's employment in whole or in part under the Agreement and thereupon SUPPLIER shall with due expedition remove his staff and workmen and his equipment from the project site, or
- vi. An application for insolvency proceedings has been filed against or by SUPPLIER.

15.2 If PURCHASER has exercised a right to terminate cf. 15.1 PURCHASER shall be entitled to also immediately cancel any other orders or agreement(s), if any, (i) if the said order(s)/ agreement(s) in any way relate to the Supplies OR (ii) if PURCHASER may reasonably anticipate that SUPPLIER will not be able to fulfil the said order(s)/ agreement(s) to the satisfaction of PURCHASER. If PURCHASER waives his said right to cancel any such order(s)/agreement(s), the said order(s)/agreement(s) shall continue unaffected by the termination of this Agreement.

15.3 SUPPLIER waives his rights, if any, to claim for compensation on the basis of a notified or immediate termination of the Agreement as per above. If PURCHASER terminates the Agreement due to SUPPLIER's default, PURCHASER shall be entitled to be compensated for losses and damages incurred as a consequence of such SUPPLIER's default.

16. ETHICS AND ENVIRONMENT

16.1 SUPPLIER shall respect and commit to the Ten Principles as defined in the United Nations Global Compact (<https://www.unglobalcompact.org/what-is-gc/mission/principles>) and an accident-free working culture supported by meeting or exceeding applicable health and safety legislation. If PURCHASER is committed to any specific principles, codes of conducts, etc. of any of its customers, SUPPLIER shall be willing to also comply with such specific requests if relevant to the Supplies.

17. QUALITY MANAGEMENT AND CONTROL

17.1 General Quality Management Requirements:

SUPPLIER is required to work in accordance with a zero (0) defect philosophy and to document and maintain a well-functioning quality management system. SUPPLIER shall continuously take out samples and perform tests and measurements in accordance with PURCHASER's written instructions and SUPPLIER shall use single sample plan with AQL=1.0 unless otherwise specified.

If SUPPLIER discovers any non-conformity in respect of the Supplies, he shall notify PURCHASER immediately. SUPPLIER may only deliver or continue to deliver Supplies in conformity with the specified quality requirements.

PURCHASER's Quality Department shall have the right to review product samples of the Supplies at SUPPLIER's location.

Only critical dimensions, as specified on PURCHASER drawings/specifications, shall officially be recorded and documented by SUPPLIER in a Dimensional Control report cf. below.

PURCHASER is using DS/ISO 2859-1, Sampling Procedures and Tables for Inspection by Attributes. Dimensional control must only be recorded by SUPPLIER on conditioned or normalized materials.

Dimensional Control report - SUPPLIER shall send Dimensional Control reports to PURCHASER, att. Quality Department, by e-mail (or fax), in accordance with a specific IT software, template and file-structure set up by PURCHASER, allowing for an easy identification and traceability of each unique report. SUPPLIER must, at all times store the dimensional control reports safely and kept readable.

Traceability SUPPLIER shall identify all Supplies with a unique product number, which must be marked onto the Supplies or on the packaging material. There must be traceability between the Supplies and SUPPLIER quality documentation for the Supplies.

Storage of Documentation - SUPPLIER shall store all relevant documentation regarding quality of the Supplies for at least 20 years from the time of delivery to PURCHASER. The product documentation must include traceability to the Order.

Advice and Guidance - Any advice, guidance or participation in planning and implementation of quality management methods by PURCHASER shall not relieve SUPPLIER of his liabilities and responsibilities.

17.2 Audit

PURCHASER reserves the right to carry out a quality audit at SUPPLIER's location subject to a minimum notification of 24 hours. Audit scope will involve products supplied to PURCHASER, and SUPPLIER shall make all relevant quality system documentation available to the audit team. Audit will be carried out by PURCHASER personnel, unless otherwise agreed.

PURCHASER will perform an audit report and SUPPLIER will receive a copy. SUPPLIER is committed to carry out necessary corrective action if any non-conformances are found. Within 2 weeks after having received the audit report, SUPPLIER shall inform the quality department of PURCHASER of SUPPLIER's corrective actions.

17.3 External Support

If SUPPLIER cannot find the reason for non-conformity, PURCHASER shall be entitled to engage an independent laboratory, technical institution, university or a professional institute or person for the purpose of a non-conformity investigation subject to SUPPLIER's prior written approval.

18. CHECK AND TESTING

18.1 SUPPLIER's instructions regarding internal check and testing shall include a description of the applicable specifications and qualities and of the criteria for a satisfactory implementation of the manufacturing process and a detailed procedure of the factual check and testing including but not limited to testing equipment and registration methods. SUPPLIER shall present evidence of his work instructions and, if required, supplement these with photos and/or samples. The said instructions, description, etc. shall allow for specific PURCHASER requirements.

18.2 SUPPLIER shall describe his plans in details for random checks if SUPPLIER does not perform check and testing of all the Supplies.

18.3 SUPPLIER shall submit the Material to PURCHASER. If the submitted Material does not allow for specific PURCHASER requirements and SUPPLIER rejects to change the Material accordingly, then PURCHASER shall be entitled to cancel the Agreement.

18.4 Check and testing shall be performed as close as possible to the actual time of manufacturing process.

Upon reasonable notice to SUPPLIER, PURCHASER shall be entitled to inspect the Supplies or be present at the check and testing thereof at SUPPLIER's premises or at those of his subcontractors, if any. PURCHASER's presence shall not relieve SUPPLIER of his liability for any non-conformity.

19. PUBLIC RELATIONS

- 19.1 SUPPLIER shall not be entitled to publish any information regarding its business relations with PURCHASER and/or PURCHASER's projects / customers without the prior written consent of PURCHASER's Head of Marketing.

20. CHOICE OF LAW AND DISPUTE RESOLUTION

- 20.1 The Agreement shall in all respects be governed by and interpreted in accordance with the laws of Denmark, save for the United Nations Convention on Contracts for the International Sale of Goods which shall not apply to the Agreement. The governing language shall be English.
- 20.2 The Parties agree to amicably solve any dispute arising out of or in connection with the Agreement. If an amicable solution cannot be found, either Party may submit the dispute for mediation in accordance with the rules on mediation adopted by the Danish Institute of Arbitration and in force at the time when such proceedings are commenced.
- 20.3 If mediation proceedings are terminated without a binding settlement, the dispute shall be subject to arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. Venue shall be Copenhagen.

ADDITIONAL PROVISIONS FOR SUPPLIES OF SOFTWARE AND/OR CONTROLS:

21. SOURCE CODES

- 21.1 SUPPLIER shall secure PURCHASER title and access to all electronically available artefacts, including but not limited to software source codes and system, configuration files, documentation, etc., which form part of the Supplies to the extent any such access is required by PURCHASER in order for PURCHASER to fulfil all of his obligations towards his customer.
- 21.2 SUPPLIER shall make all access requirements cf. 21.1 available to PURCHASER no later than upon final completion of the Supplies. If SUPPLIER fails to achieve final completion due to no fault of PURCHASER, then PURCHASER shall have the right to utilize the source code and system documentation etc. cf. 21.1 to complete the Supplies and for any further required activity related to the Supplies.
- 21.3 PURCHASER shall be entitled to adjust, customize or develop the Supplies, fully or partly, including but not limited to general computer programmes or specially developed software, without SUPPLIER's consent. PURCHASER shall possess the sole ownership of any IPR, including but not limited to copyrights and patents, established by any such adjustment, customization or development.
- 21.4 SUPPLIER warrants that any Supplies of software at the time of its implementation and during operation is free from all viruses that were known in the software industry at the time of the implementation and which could have been detected by use of the latest commercially then available virus detection software.
- 21.5 SUPPLIER shall be allowed access to a common repository server called SSS (Shared Source code Server) which is placed at PURCHASER's Access-network in order to file deposits of all electronically available artefacts etc. cf. above 21.1. The scope of electronically available artefacts etc. will be dealt with in a particular subcontract for the individual project(s) based on PURCHASER's Software Handover Checklist.
- 21.6 SUPPLIER shall update the files placed on the SSS server as follows: (i) at least once every month and (ii) upon final completion, and (iii) when the Supplies are handed over to PURCHASER's Customer Support Division and (iv) immediately whenever a change has been made to the deposited artefacts, etc. SUPPLIER's failure to update said files on the SSS server shall constitute a material breach of this Agreement and of any Sub-contract to which the files may relate.