1. Placing of orders

Any order from EagleBurgmann KE A/S (hereinafter called “EB”) shall be placed on the terms and conditions current on the date of the order. Any order from EB to any supplier (hereinafter called “the Supplier”) shall be based on these terms and conditions. In the instance of any order from EB to any supplier to be placed on the condition that an order confirmation is forwarded to BE within 10 days of the date of the order. No terms and conditions of the Sup- plier other than those stipulated in the relevant EB order shall be included in the contract with EB unless accepted in writing by EB. On signing this agreement, or by submitting an order confirmation, the Supplier confirms that the terms of payment in this Agreement shall apply to all transactions with EB.

Deviations from or exclusion or rejection of these terms of purchase and/or of the terms and conditions of any order that are not approved by EB in writing following the Supplier’s acceptance of EB’s purchase order, shall in EB’s option be treated as a rejection of EB’s order and no contract between the parties to have been concluded.

Any terms of sale and/or delivery, business usage or customs of the Supplier shall only form part of the purchase agreement to the extent stated to be in EB’s purchase order.

2. Quotation

Quotations submitted by the Supplier shall not involve EB and shall not prevent EB from obtaining quotations from another party or from entering into a contract with another party.

Any quotation shall be submitted by the Supplier in accordance with these terms of purchase.

3. Compliance with order

The Supplier undertakes to deliver a product that is in compliance with EB’s specifications set out in any order and to deliver the same in accordance with these terms of purchase and EB’s order.

4. Documentation

Any drawing and technical documentation relating to the product or its manufacture submitted by any party to the other prior to the conclusion of the agreement shall remain the property of the party that supplied them. Drawings, technical documents or other technical documentation received by any party shall not without the consent of the other party be used for any other purpose than that for which they were provided. Without the consent of the other party neither information, designs and/or details of the product or its manufacture itself may be copied, reproduced, transmitted or communicated to a third party.

The Supplier shall prior to delivery of delivery free of charge to EB such specified and prescribed technical documents and certificates as are necessary for EB’s application and approval of the delivery.

Any drawing and other technical documents and know how relating to the delivery fall within the provisions regarding accuracies and technical drawings in the Danish Marketing Practice Act § 10, and any contra- renement of that law within 3 years from the termination of the co-operation, may involve the party in breach of such law being subject to legal proceedings by way of injunction, compensation or criminal liability for contravention of the Marketing Practice Act.

Any special tools and/or special moulds, that are made expressly for the purpose of supplying goods to EB and the cost of which has wholly or partially been met by EB, shall only be used to execute orders for EB.

After the termination of the co-operation the Supplier shall be obliged to return to EB drawings, approvals, specifications, technical data, drawings, moulds and molds, and keep confidential all such material and any other know-how of EB.

5. Sub-contractors etc.

Sub-contractors may only be used with the prior written approval of EB.

Such approval shall be conditional on the sub-contractor undertaking the same obligations to EB as for its part of the delivery as those resting with the Sup- plier, but this shall not release the Supplier from his obligations as regards the terms of purchase in this Agreement.

6. Packaging

The Supplier shall be responsible for the packing of goods purchased by EB and shall ensure that such packing is adequate and secure so as to enable the goods to be transported undamaged to the place named in the purchase order.

Unless otherwise agreed, the Supplier shall be re- sponsible for the transport of the goods from the place of production to the place of delivery at the Supplier’s own cost and expense. The transport shall include the freight forwarding papers and formalities according to incoterm latest edition.

7. Inspection, Quality Requirements

EB has the right at any time to inspect and/or observe the production of the purchased goods before packing, without thereby forfeiting its right to make objections or to raise any claims or to reject any goods delivered at a later date.

The Supplier shall have the right to request written information on and monitor production at the Supplier’s or at any approved sub-contractor’s premises. EB shall be entitled to make investigations to ensure that the delivery will be made at the right time and in compli- ance with this agreement. EB shall have the right to mark goods as EB property or take such other steps that will ensure the individualisation of the delivery and the title of EB to the delivery.

If purchase orders from EB state that sampling, testing and inspection of the same or of a new delivery or of testing of the same or of a new delivery, has been performed, such tests shall be carried out on the premises of the Supplier. The tests shall be carried out during normal working hours under supervision of representatives of EB. The Supplier shall contact EB in good time to arrange an exact time for the testing stating that it requests to supervise the test. The Supplier shall meet any costs incurred in per- forming any tests, except those involved in arranging EB representation in supervising the test.

If it is established during sampling or testing that the delivery is not in accordance with the contract, the Supplier shall correct the situation in time to ensure contractual delivery takes place at the agreed time, and carry out such new sampling or test if so required by EB.

8. Manuals, User instructions

In respect of any delivery the Supplier shall provide the certificates/documents, installation, operation, safety and maintenance instructions and all other information and data related to such delivery that EB and/or EB’s customers will be able to “properly and safely” use, set up, maintain and repair parts of the delivery. All such information shall be made available in the language of the Supplier and in English and shall include the installation instructions and maintenance instructions shall be made available in Danish. Further the delivery shall include a packing list with exact specification of measurement, weight and marking, all in accordance with the invoice and the information written on the invoice.

9. Prices and Payment

The price of the goods produced by the Supplier, inclusive of transport and packaging, shall be the price current at the time EB placed its purchase order.

Terms of payment shall be current month + 30 days.

EB may require the Supplier to provide a guarantee or performance bond by a reputable Bank or insurance Company for the Supplier’s fulfilment of its contractual obligations to EB and if so this shall be stated on the purchase order.

The Supplier shall never be entitled to payment until he has fulfilled his contractual obligations. Any invoice from the Supplier to EB shall be stated in the purchase order number and DAV (Company Registration Number).

The invoices shall contain the terms of payment stated in the purchase order, including the time limit and any other terms and the due date. Any payment of any nature that is in variance with those contained in the purchase order shall be void and of no force.

10. Delivery

The delivery of goods shall be made to the place named in the purchase order, as the Supplier shall not be subject to risk after punctual delivery has been documented.

If the Supplier realizes that the delivery will or may be delayed, he shall immediately inform EB hereof in writing. EB agrees to reimburse the Supplier for any cost and any incurred by EB as a result of such delay.

The Supplier undertakes to pay, without evidence of loss, liquated damages of 5% of the total purchase price for each full working day of the dura-