

Banedanmark General Purchasing Conditions

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1. General Conditions

By order confirmation or execution, the vendor accepts the Banedanmark procurement conditions. If and when sale and delivery terms of vendor do not correspond to those of Banedanmark, deviated sale and delivery terms may not, even if not explicitly rejected, be construed as implicitly accepted by Banedanmark.

2. Formation of contract

Upon receipt of written order confirmation by vendor, procurement orders are binding. Order confirmation to be understood as a written acknowledgment of receipt of the purchase order, containing at least: Banedanmark's purchase order number, position number, delivery address, quantity, delivery date, price, contact information, product name and the Supplier's order confirmation number.

3. Delivery

Unless otherwise agreed, delivery shall take place at the address stated in the purchase order, within the specified time period in accordance with DPU, Incoterms 2020. If there is a different delivery clause stated on the purchase order, this shall be interpreted in accordance with Incoterms 2020. Delivery has taken place when the delivery is received accompanied by a delivery note with specification of Banedanmark's purchase order number, position number, item number, type and quantity as well as date and documentation, including works certificate or certificate if this is required.

4. Payment

The payment terms are no later than 30 days from the receipt of a correct invoice, however, the invoice must be issued no earlier than the time of delivery. The invoice is sent in electronic form with the format OIOUBL. The invoice must contain EAN no. 5798000893207 as well as the purchase order number, item number, position number, quantity, price and date. Banedanmark reserves the right to reject any invoice where the above points are not complied with. In the event of late payment, default interest and reminder fees may be charged in accordance with the provisions of the Interest Act.

5. Delay

The Supplier is responsible for delay according to the rules of the Purchase Act, with the following additions: In the event of delay, or expected delay, the Supplier is obliged to immediately notify Banedanmark in writing. In the event of a delay, Banedanmark can demand a penalty equivalent to 0.5% of the total contract sum per commenced working day by which the delivery time is exceeded. Regardless of whether Banedanmark chooses to maintain or cancel the purchase, Banedanmark has the right to demand compensation for ascertained loss in connection with the delay. If delivery has taken place after the agreed delivery time has expired, Banedanmark must notify the Supplier without undue delay if Banedanmark wishes to invoke the delay.

6. Quantity and quality

Deviations from the ordered quantity must be approved in writing by Banedanmark in each individual case. Deliveries must also not deviate from the agreed quality, including specifications, without Banedanmark's written approval.

7. Deficiencies

The supplier is responsible for defects according to the rules of the Purchase Act, with the following additions:
A deficiency in a delivery also exists if the delivery does not correspond to what Banedanmark could reasonably expect or to what must otherwise be considered assured by the Supplier. If rectification or redelivery does not take place without unjustified delay and to Banedanmark's full satisfaction, after Banedanmark has made a demand for this, Banedanmark is entitled to have the identified errors and deficiencies rectified by a third party at the Supplier's expense or cancel the purchase. Banedanmark must advertise to the Supplier within a reasonable time after Banedanmark has ascertained that a delivery is defective. Banedanmark's payment for deliveries does not mean that Banedanmark refrains from making claims against the Supplier due to errors and omissions.

8. Warranty

For product purchases, the Supplier provides a 24-month warranty from the date of delivery. The Supplier warrants that deliveries throughout the guarantee period are in contractual condition, including performance, function and usability in accordance with the prerequisites in the order, as well as an obligation for the Supplier to, at his own expense and risk, throughout the warranty period, repair or re-deliver deliveries that are defective. The supplier also guarantees that deliveries comply with environmental requirements, as well as other official and safety regulations. If Banedanmark discovers errors or deficiencies during the warranty period, this must be notified to the supplier without

undue delay. In the event of repair or replacement, a new warranty period begins.

9. Supplier's liability

The supplier is liable for damages for delays and shortages according to the general rules of Danish law.

10. Force majeure

If timely delivery is prevented or precluded as a result of war, mobilization, import ban, fire, strike, lock-out, natural disasters, long-term failure of energy supply and the like, and this is not due to the Supplier's circumstances, the delivery time is postponed by a period of time corresponding to the number of calendar days, which must have been lost. The supplier is obliged to immediately inform Banedanmark of the reason and expected duration, as well as to send adequate documentation for the claimed force majeure in writing. If delivery is exceeded by 40 days as a result of force majeure, Banedanmark is entitled to cancel the contract in whole or in part, but without demanding compensation. If a deadline for the Supplier is postponed due to force majeure, the related payments are postponed accordingly.

11. Product Liability

The supplier provides a time-unlimited guarantee that the delivered products do not have any defects that could cause product liability damages. The supplier indemnifies Banedanmark from product liability and losses that can be attributed in whole or in part to such defects. The Supplier is obliged to be subpoenaed before the court or arbitral tribunal which deals with compensation claims brought against Banedanmark on the basis of damage allegedly caused by the Supplier or its deliveries.

12. Provision of instructional materials

It is the Supplier's responsibility to provide instructional material in Danish, including instructions for use and specifications, to the extent that this is relevant.

13. Rights and infringements

The supplier guarantees that deliveries do not infringe the rights of third parties, including, but not limited to, patents or copyrights. All specifications, descriptions, drawings, documentation, timetables and other written material are the property of Banedanmark, unless otherwise agreed. Neither party transfers intellectual property rights in connection with entering into the agreement. Drawings, diagrams or other material that may be provided by Banedanmark to the Supplier must be clearly marked by the Supplier as the property of Banedanmark and may only be used in connection with this agreement. The supplier bears full responsibility for the material until it has been returned to Banedanmark.

14. Confidentiality

The supplier and its employees are obliged to keep confidential any knowledge and information that may come into their possession about Banedanmark's affairs. Including, but not limited to, Banedanmark's commercial and technical know-how, customer base, etc. Furthermore, the Supplier undertakes not to use knowledge and information about Banedanmark's conditions, which may have come into the Supplier's possession, for anything other than fulfilling its obligations towards Banedanmark. This duty also applies after the termination of the agreement. Banedanmark undertakes to speak only loyally about the Supplier and its relationship. This duty also applies after the termination of the agreement.

15. Choice of law, jurisdiction and resolution of disputes

Any disputes must be resolved amicably between the parties. Any dispute arising from the agreement between Banedanmark and the Supplier is subject to Danish law. This also applies in cases where the Supplier is located outside Denmark. The CISG therefore does not apply. The venue for legal proceedings brought by the Supplier against Banedanmark is Copenhagen City Court. The venue for legal proceedings brought by Banedanmark against the Supplier is Copenhagen City Court or the Supplier's general venue at Banedanmark's choice.

