

# Banedanmark's General Terms and Conditions of Purchase

## 1. General Provisions

By confirming or executing a purchase order, the Supplier accepts Banedanmark's General Terms and Conditions of Purchase, which shall thereafter govern the contractual relationship. The Supplier's terms and conditions of sale and delivery shall not apply unless expressly agreed between the parties. Banedanmark's payment does not constitute tacit acceptance of the Supplier's terms and conditions of sale and delivery.

### DEFINITIONS

"Supplier" means the natural person, company, corporation or other legal entity from whom Banedanmark purchases.

"Deliverable" means the goods which Banedanmark has chosen to purchase from the Supplier.

"Agreement" means these General Terms and Conditions of Purchase, Banedanmark's purchase order, and the Supplier's order confirmation issued in accordance with Banedanmark's purchase order.

"Business Day" means Monday to Friday, excluding public holidays, Christmas Eve, New Year's Eve, and Constitution Day.

## 2. Conclusion of the Agreement

The Agreement shall be deemed concluded when Banedanmark has received the Supplier's written order confirmation, provided it is consistent with Banedanmark's purchase order. The order confirmation must be received by Banedanmark no later than five (5) Business Days after the Supplier's receipt of Banedanmark's purchase order.

The order confirmation shall, at a minimum, contain the following information:

- Banedanmark's purchase order number (IO number)
- Item number
- Quantity
- Banedanmark's material number and product designation
- Unit price
- Delivery time (date and, where applicable, time)
- Delivery address
- Supplier's contact details
- Supplier's order confirmation number

## 3. Instructional Materials and Technical Specifications

The Supplier shall provide, as part of the Deliverable, instruction materials and technical specifications in Danish or English in accordance with applicable Danish legislation for the relevant product category.

## 4. Delivery

Delivery shall take place at the address specified in the purchase order. Unless otherwise stated in the purchase order, delivery shall be made DDP (Delivered Duty Paid), Incoterms 2020, extended to include unloading by the Supplier at the delivery address.

Delivery shall be deemed completed when the Deliverable has been received in accordance with the applicable delivery term (see above paragraph) and is accompanied by a delivery note specifying:

- Banedanmark's purchase order number (IO number)
- Item number
- Banedanmark's product number (including batch, where applicable, batch number, serial number and variant)
- Type and quantity
- Dispatch date
- Documentation, including manufacturer's certificate or certificate of conformity, if required in the purchase order

The Supplier is responsible for ensuring that the Deliverable is packaged safely and appropriately, taking into account its nature and the mode of transport.

## 5. Payment

The Supplier is entitled to invoice Banedanmark once delivery has taken place.

Invoices shall be submitted electronically in OIOUBL or PEPPOL format to:

Banedanmark  
Accounting Department  
Carsten Niebuhrs Gade 43  
1577 Copenhagen V  
Attn.: [Name of Banedanmark's contact person specified in the purchase order]

Banedanmark's EAN number: 5798000893207

The invoice must reference Banedanmark's contact person and the relevant purchase order number (IO number) as specified in the purchase order. Invoices are due for payment 30 calendar days from the date the Supplier submits a complete, electronic invoice. Payment shall be made by bank transfer and shall be deemed made when the amount has been debited from the Supplier's account. In the event of late payment, the Supplier shall be entitled to interest in accordance with the Danish Interest Act.

## 6. Rights

The Supplier guarantees that, in performing its obligations under this Agreement, it does not infringe the rights of third parties, including patents or copyrights.

Banedanmark may at any time request the Supplier to provide documentation or otherwise account for the origin of the Deliverable.

If the Supplier is required to provide instructional materials or other relevant product specifications as part of the Deliverable, Banedanmark shall acquire a right of use to such materials. The right of use is unlimited as to time, geography, and quantity. Banedanmark's right of use includes any internal or external use in connection with Banedanmark's operations, including the conduct of procurement procedures.

Unless otherwise expressly agreed, all materials made available by Banedanmark to the Supplier in connection with the Deliverable shall remain the property of Banedanmark.

If the use of the Deliverable in accordance with the Agreement infringes third-party rights, the Supplier shall, at its own expense, secure Banedanmark the right to continue using the Deliverable. If a third party brings a claim for damages against Banedanmark attributable to the Supplier, the Supplier shall indemnify Banedanmark against all claims and associated costs.

#### **7. Confidentiality**

The Supplier shall keep confidential all knowledge and information obtained regarding Banedanmark's commercial, personnel, technical, or other affairs, to the extent that such information is not publicly known.

The Supplier shall not misuse, copy, or otherwise use or disclose such information except as necessary to fulfil its obligations under this Agreement.

The Supplier shall impose equivalent confidentiality obligations on subcontractors and other parties assisting the Supplier in performing this Agreement.

Banedanmark is subject to administrative law, including Section 27 of the Danish Public Administration Act on confidentiality, and the Danish Access to Public Administration Files Act (Act on Public Access), including the right of access under Section 7. Banedanmark may be required to disclose information in accordance with applicable law.

Confidentiality obligations shall survive termination of this Agreement, regardless of the reason.

The Supplier may list Banedanmark as a reference but may not otherwise use Banedanmark's name for marketing purposes without a separate agreement.

#### **8. Warranty**

The Supplier provides a warranty of 24 months from the date of delivery.

The warranty covers that the Deliverable remains in contractual condition throughout the warranty period, including performance, functionality, and usability in accordance with the Agreement.

The Supplier further guarantees that, at the time of delivery, the Deliverable complies with all applicable directives, laws, regulations, and regulatory requirements, including environmental requirements, labelling requirements (including CE marking, and industry standards, so that the goods may be legally marketed, sold, and used in Denmark.

If defective parts are replaced, the replacement parts shall be subject to a new warranty period of 24 months from the date of replacement.

#### **9. Breach of Contract**

##### **9.1 General**

Unless otherwise agreed, Danish law governs the remedies available in the event of a party's breach, including rules on proportionate remedies.

##### **9.2. Delay**

Delay occurs if the Supplier fails to deliver within the agreed delivery time, cf. Clause 2, and this is not attributable to Banedanmark or force majeure, cf. Clause 12.

If the Supplier foresees a risk of delay, it shall immediately notify Banedanmark of the risk, the reasons for it, and the expected delivery date.

If a delay occurs, or there is a risk of delay, the Supplier shall immediately take effective measures to mitigate the delay. If mitigation is not possible, the Supplier shall minimise the delay to the greatest extent reasonably possible.

#### **9.3. Defects**

A defect occurs if the Deliverable does not meet what Banedanmark could reasonably expect or does not otherwise conform to what may be regarded as warranted by the Supplier.

Banedanmark shall notify the Supplier of any defects within a reasonable time after their discovery.

#### **9.4. Supplier's Duty to Remedy**

If a defect exists, the Supplier shall, at Banedanmark's request, remedy the defect without undue delay.

The Supplier may instead provide a replacement Deliverable, provided this does not cause Banedanmark additional inconvenience or costs.

#### **10. Termination**

If the Supplier is in material breach of its obligations under the Agreement, Banedanmark shall be entitled to terminate the Agreement.

If Banedanmark terminates the Agreement due to the Supplier's material breach, Banedanmark may obtain substitute performance at the Supplier's expense.

#### **11. Supplier's Liability**

The Supplier shall be liable for delays and defects in accordance with Danish law.

The Supplier's liability is capped at an amount equivalent to two (2) times the value of the Deliverable under the order confirmation, but not less than DKK 100,000.

This limitation does not apply to infringement of third-party rights, cf. Clause 6, or to personal injury.

The limitation further does not apply if the loss results from gross negligence or wilful misconduct by the Supplier or its subcontractors.

#### **12. Force Majeure**

A party shall not be liable for circumstances beyond its control which could not reasonably have been foreseen at the time of entering into the Agreement, and which could not reasonably have been avoided or overcome thereafter. Circumstances affecting a subcontractor constitute force majeure only if the subcontractor is affected by such circumstances and the Supplier could not reasonably have avoided or overcome them.

Force majeure may only be invoked for the Business Days during which the force majeure situation persists. If a Supplier deadline is postponed due to force majeure, corresponding payments shall be postponed accordingly.

A party wishing to invoke force majeure must notify the other party without undue delay, but no later than five (5) Business Days after the occurrence, specifying the expected duration.

The party shall also provide detailed documentation or explanation of the force majeure situation no later than seven (7) Business Days after its occurrence.

If a force majeure situation lasts for more than 40 Business Days, or if final performance of the Agreement becomes impossible, the other party may terminate the Agreement without notice. Neither party shall be entitled to compensation from the other.

### **13. Disputes, Governing Law, and Jurisdiction**

Any dispute arising out of or in connection with the Agreement shall first be attempted resolved amicably between the parties.

The Agreement is governed by Danish law, excluding Danish conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods (CISG). Disputes that cannot be resolved amicably shall be settled by the Danish courts. The exclusive jurisdiction is Copenhagen City Court (Københavns Byret).