

# General Purchase Conditions for Kyocera Unimerco Fastening A/S (hereinafter referred to as KUF)

## 1. Scope

These Purchasing Conditions ("Conditions") apply to all offers, purchases and supplies. The Seller's potential sales and delivery conditions shall not apply unless they are accepted in writing by KUF.

## 2. Order confirmation

A purchase order may be executed in written, electronic or oral form. If the Seller does not protest against the contents of the order confirmation within ten (10) days from receipt, KUF is entitled to consider the order as accepted by the Seller.

## 3. Price

KUF determines its own resale prices.

## 4. Delivery and delay

4.1 The delivery must take place on the agreed delivery date or within the agreed delivery period. All deliveries must be made during the opening hours of KUF.

4.2 The supply performance must be at least 98% of the purchase order.

4.3 Seller undertakes to forthwith notify KUF in the event the agreed delivery day cannot be met.

4.4 Any delay is considered a material breach of these Conditions. In case of delay, KUF can freely choose to either cancel the purchase or maintain the purchase and demand compensation equal to 1 % of the product value per commenced week up to a maximum of 10 % of the price of the delayed delivery. No matter if KUF chooses to cancel or maintain the purchase and demand compensation, KUF is also entitled to claim damages in accordance with Danish law.

## 5. Packaging and Labeling

5.1 The Seller must ensure that all products (including spare parts and accessories) are delivered in appropriate packaging. All products must be packed in accordance with the specifications outlined by KUF.

5.2 Each delivery must be accompanied by a delivery note and an invoice referring to the purchase order number, which indicates the product code, product description and quantity.

## 6. Compliance

6.1. Seller warrants that it holds possession of and maintains all necessary licenses, permissions and contents in order to provide the deliverables.

6.2 Where applicable, the Seller guarantees that the delivery complies with relevant requirements for bringing products into the European Union, hereunder relevant CE marking. The Seller must be able to present their respective statements of compliance on KUF's request within 24 hours.

6.3 The Seller warrants that the deliverables meet all requirements related to applicable national and international laws related to "Registration, Evaluation, Authorization and Restriction of Chemicals" (REACH), "Restriction of Hazardous Substances" (RoHS), Waste Electrical and Electronic Equipment Directive" (WEEE). The Seller must be able to present their respective statements of compliance on KUF's request within 24 hours.

6.4 The Seller shall forward a safety data sheet to KUF if one or more of the components of the products are listed as hazardous substances such as but not limited to pollutants, contaminants, hazardous substances, petroleum and fractions thereof, and all other chemicals, substances, and materials listed in, regulated by or identified in any environmental laws and/or regulations of the country of production and of the European Union. The safety data sheet must comply with the legislation of the European Union and shall be delivered in relevant languages and in English. Any new version of the data sheet shall be sent to KUF.

6.5 Seller warrants that it and its associated persons will at all times conduct, its and their respective business in a manner that is consistent with and adheres to the principles in KUF's Code of Conduct.

6.6 The Seller agrees that it shall not engage in any activity that would expose KUF to risk of penalties under any applicable law and regulation, including but not limited to, regulations related to anti-bribery, anti-corruption, anti-trust and anti-money laundering.

## 7. Dual Use Items

As a part of KUF's compliance with all export and re-export control and economic sanctions laws and regulations, including without limitation EU and National Export Control Laws that are applicable to KUF's products, the Seller must provide KUF with all necessary information related to the mentioned regulations. The Seller must inform KUF, if any products are classified as "Dual-use-items" and provide KUF with the relevant ECCN number according to the "Council Regulation (EC) No. 428/2009 (Community regime for the control of exports of dual use items and technology).

## 8. Quality of the goods

8.1 The Seller guarantees that the quality of the products delivered to KUF will be of a prime, first grade quality.

8.2 In 2 years from the date of delivery, the Seller warrants that the delivery is free from defects of any kind. KUF shall without delay make a complaint in writing in the event of defects found.

8.3 Seller shall without delay remedy the defective deliverables, at its own risk and cost, by repairing or replacing the deliverables. KUF has the right to decide whether the Seller shall repair or replace the deliverables.

8.4 If Seller does not fulfil its obligations under clause 8.3, or if the defect must be considered substantial or vital to KUF, or if the defect is of repeated or serial nature, KUF may terminate the purchase order by written notice without compensation to Seller. Seller shall refund any payment done under such purchase order. KUF is also entitled to claim compensation for damages in accordance with Danish law.

### **9. Product Liability**

9.1 The Seller shall be responsible for product liability according to applicable law.

9.2 The Seller is obliged to indemnify KUF for any product liability claim imposed on KUF by an injured third party.

9.3 The Seller shall at all times have a valid product liability insurance with adequate coverage. KUF may request to see the insurance certificate.

### **10. Intellectual Property Rights**

10.1 The Seller warrants that the delivery does not violate any intellectual property rights of third party.

10.2 The Seller shall hold KUF harmless against any expense, judgement or loss for alleged infringement of any rights of third party.

10.3 KUF shall notify the Seller promptly in writing of any claim or alleging infringement of patent or other intellectual property rights due to products delivered by the Seller.

### **11. Force Majeure**

11.1 A party shall not be liable for any failure of or delay in the performance of its obligations for the period that such failure or delay is due to causes beyond its reasonable control.

11.2 If a delivery is delayed for more than one month by reason of force majeure KUF shall be entitled to cancel any purchase order with immediate effect by giving written notice.

### **12. Governing Law and Jurisdiction**

Any dispute between the parties shall be governed by Danish Law without reference to any of its conflict of law rules. KUF can freely choose whether the dispute shall be settled by the ordinary courts or by arbitration. If KUF chooses arbitration, the rules in force at the Copenhagen Arbitration shall apply.