

GENERAL TERMS AND CONDITIONS FOR PURCHASING

1. Scope

1.1 This document establishes the General Terms and Conditions for Purchasing ("GTCP") which govern the purchase of all types of goods, equipment, and materials ("Goods") and/or the provision of services ("Services") by suppliers ("Supplier") to Technica ApS ("Technica"), collectively referred to as the "Parties" or individually as a "Party." Unless otherwise stipulated in any order issued by Technica ("Order"), the scope and price of the supply of Goods or Services is understood to include all necessary documentation, labor (such as performance, construction, or assembly), equipment (including any necessary software, hardware, tools, and spare parts), wages, insurance, transport, packing, accessories, devices, taxes, duties, and any additional charges essential for the fulfillment of the Order.

1.2 Any reference in these GTCP to statutes or statutory provisions will, unless the context requires otherwise, be interpreted as referring to those provisions as amended, updated, consolidated, or replaced over time.

1.3 The terms "including" and "include" in these GTCP shall be understood as being followed by the words "without limitation," unless explicitly stated otherwise.

2. Order of Priority

2.1 The agreement between Technica and the Supplier shall consist of the Purchase Order issued by Technica and the GTCP (collectively referred to as the "Contract"). In the event of any conflict between provisions of the Contract, the order of precedence shall be: (i) the terms, specifications, and documents referred to or incorporated in the Order; (ii) these GTCP; (iii) any annexes provided.

2.2 The GTCP will be deemed incorporated in each Contract whether explicitly mentioned in the Order or not, unless Technica and the Supplier have entered into a separate purchasing agreement prior to the Order. In such cases, that purchasing agreement shall take precedence, unless explicitly superseded.

3. Orders and Acceptance

3.1 An Order issued by Technica constitutes an offer to purchase Goods and/or Services in accordance with the terms of the Contract. The Order is accepted by the Supplier when (i) the Supplier provides a confirmation of the Order, (ii) acceptance is deemed as per clause 3.4 below, or (iii) the Supplier begins fulfillment of the Order.

3.2 Technica may revoke any Order until it receives written confirmation of acceptance from the Supplier.

3.3 Should there be any ambiguity or uncertainty regarding the interpretation of the contents of an Order, the Supplier must seek clarification and further instructions from Technica before proceeding.

3.4 If the Order does not reference a fixed quantity or amount of Goods or Services, a framework order is deemed in place. In such cases, Technica will issue delivery schedules specifying quantities and timelines. Suppliers must confirm these schedules within two (2) business days, and failure to do so will be considered acceptance.

4. Packaging, Dispatch, and Inspections

4.1 The Supplier must ensure that all Goods are packaged suitably for the agreed method of transportation and to prevent damage, soiling, or moisture during transit or storage. The Supplier is liable for any damage or loss resulting from improper or inadequate packaging.

4.2 Unless explicitly agreed otherwise, delivery costs and packaging are included in the price of the Goods.

4.3 Each delivery must include a packing note that details Technica's Order number, a description of the Goods, and the quantity delivered. The Supplier must also provide necessary safety and handling instructions, along with any other documentation required for the proper and safe use of the Goods.

5. Hazardous Materials and Safety Precautions

5.1 If the Goods contain hazardous materials or require special handling, the Supplier must provide detailed written instructions regarding the nature of the hazards and any necessary precautions prior to delivery. The Supplier must ensure that all safety warnings and handling instructions are prominently displayed on the Goods and their packaging.

5.2 If transportation of the Goods involves hazardous materials, and Technica has engaged the transport carrier, the Supplier must provide the relevant data regarding the materials to comply with applicable transportation laws. This data should include information for all modes of transport where multimodal methods will be used.

6. Risk and Title

6.1 The risk of damage or loss of the Goods remains with the Supplier until the Goods are delivered and accepted by Technica at the designated location.

6.2 Title to the Goods shall pass to Technica upon delivery and acceptance.

6.3 Should Technica be required to return any packaging material to the Supplier, it will be at the Supplier's expense unless otherwise specified in the Order.

7. Inspections

7.1 The Supplier must inspect and test the Goods and Services for compliance with the Contract prior to delivery. Technica reserves the right to inspect the Goods at

any stage before delivery and may conduct its own inspections upon receiving the Goods.

7.2 Technica shall inspect the Goods for visible defects or damages upon delivery using random sampling methods appropriate for the type of delivery. However, any inspection or acceptance by Technica does not diminish the Supplier's obligations to deliver conforming Goods and Services.

8. Quality and Description

8.1 All Goods and Services provided by the Supplier must:

- Conform in all respects with the Contract and any specifications provided by Technica;
- Be new and unused;
- Comply with all relevant laws and regulations concerning their manufacture, packaging, and delivery, as well as any applicable safety standards.

9. Compliance and Cooperation

9.1 The Supplier agrees to cooperate with Technica in all matters related to the Contract and follow all reasonable instructions. This includes complying with safety and security instructions when on Technica's premises.

10. Invoices and Payment

10.1 The prices stated in the Order are fixed, firm, inclusive of all taxes (except value added tax) and are not subject to revision. Prices will be stated in the local currency of Technica unless otherwise agreed upon in writing.

10.2 Invoices must be submitted electronically to invoice@Technica.dk.

10.3 Invoices may not be issued before the agreed Date of Delivery. "Date of Delivery" refers to the time specified in the Order for the delivery of any Goods or Services.

10.4 If the Supplier is required to provide material testing, test records, or quality control documentation as part of the delivery, such documentation must be provided for the delivery to be considered complete.

10.5 Invoices must include all legally required details as well as the relevant Order number.

10.6 Unless otherwise specified in the Order, payment shall be made within 30 days from the end of the current month in which a properly issued invoice is received.

10.7 Payment by Technica does not signify acceptance of the Goods and/or Services as fully compliant with the Contract.

10.8 No invoices shall be processed for Goods or Services that do not meet the requirements specified in the Contract. Technica reserves the right to withhold payment if Goods and/or Services do not comply with the Contract.

10.9 In the event of any default by Technica in settling an invoice, the Supplier must issue a written notice to Technica. Following this notice, interest on overdue payments will be charged at an annual rate of 5%, calculated from the due date of the invoice.

11. Term and Compensation for Breach

11.1 Goods and Services shall be delivered on the dates, in the quantities, and to the locations specified in the Contract. If no location is specified, delivery shall take place at Technica's registered address.

11.2 The Supplier must notify Technica immediately if they become aware of any potential delays in delivery or performance. If this notification is not provided, the Supplier is liable for any additional costs Technica incurs as a result.

11.3 The Supplier shall take all necessary measures to minimize the duration of any delays at no extra cost to Technica, including overtime work or urgent freight.

11.4 If the Supplier fails to meet the agreed delivery or performance dates, Technica may impose liquidated damages of 1% of the value of the delayed portion of the Order for each day of delay, up to a maximum of 15% of the total value of the delayed portion. These damages are without prejudice to Technica's other rights under the Contract.

11.5 Should the maximum amount of liquidated damages be reached, Technica reserves the right to reduce the volume of the Order by the delayed amount or to terminate the Contract in whole or in part.

12. Supplier's Use of Information and Materials

12.1 Technica is not responsible for the accuracy or completeness of any information, data, drawings, or specifications provided to the Supplier as part of the Order. The Supplier is responsible for verifying the accuracy and completeness of such information before using it in their performance of the Contract.

12.2 Any materials provided by Technica to the Supplier ("Materials") remain the property of Technica and must be stored, identified, and managed separately at no cost to Technica. These materials may only be used for the purposes specified in the Order.

12.3 The Supplier must ensure that any Materials provided by Technica are safeguarded, and in the event of damage or loss, the Supplier must replace them unless the damage is due to normal wear and tear.

13. Delivery of Goods and Services

13.1 Unless otherwise agreed, delivery shall be in accordance with DAP (Delivered at Place) INCOTERMS 2020.

13.2 The Supplier warrants that they hold good title to the Goods and that such title will transfer to Technica upon delivery and receipt of the Goods at the location designated by Technica.

13.3 Each delivery must include a properly filled delivery note with the Order number, quantities, and any other required details. It is the Supplier's responsibility to ensure that all documentation is accurate and that any discrepancies are identified and corrected before delivery.

13.4 Technica reserves the right to vary the Services and/or Goods ordered and will notify the Supplier in writing of any changes. The Supplier must respond within seven (7) days with any proposed adjustments to timelines or charges based on the variation.

14. Partial Deliveries and Excess Quantities

14.1 The quantities specified in the Order must be adhered to, and delivery is not considered complete until the agreed quantity has been delivered.

14.2 Partial deliveries are not permitted unless Technica agrees to them in writing.

14.3 If the Supplier delivers quantities in excess of those ordered, Technica shall not be liable for the excess and may, at its discretion, return the excess quantities at the Supplier's expense. Any rejected Goods held by Technica will be at the Supplier's risk.

15. Intellectual Property Rights and Use

15.1 The Supplier warrants that the use of the Goods or Services provided to Technica will not infringe on any third-party intellectual property rights.

15.2 All intellectual property rights, including patents, trademarks, copyrights, and trade secrets, created by the Supplier in connection with the Order shall be transferred to Technica upon creation. The Supplier warrants that they will not use these intellectual property rights for any other purpose without the prior written consent of Technica.

15.3 The Supplier grants Technica a non-exclusive, transferable, worldwide, and perpetual license to use any software or documentation included with the Goods for the purposes of operating, integrating, or distributing the Goods.

15.4 If the Goods include software, the Supplier grants Technica a transferable, worldwide, and perpetual license to use the software and its related documentation, including rights to sublicense for the purpose of integration and distribution.

15.5 The Supplier must inform Technica if any open-source software is included in the Goods and ensure compliance with relevant licensing terms.

16. Warranties

16.1 The Supplier represents and warrants that the Goods supplied:

- Are fit for the purpose intended;
- Are free from defects in design, materials, and workmanship;
- Conform to all specifications, drawings, and other documentation provided by Technica;
- Are new and unused;
- Comply with all relevant laws and regulations applicable at the time of delivery.

16.2 The Supplier also warrants that any Services provided under the Contract shall be performed by trained and qualified personnel, in a professional and diligent manner, and in accordance with industry standards.

16.3 The warranty period for Goods and Services shall be 24 months from the date of delivery or acceptance by Technica, whichever occurs first, unless otherwise specified in the Order.

16.4 Should any defects be discovered during the warranty period, the Supplier must promptly repair or replace the defective Goods or Services at no additional cost to Technica.

16.5 Any repaired Goods shall have a warranty period of 24 months from the date of repair or until the end of the original warranty period, whichever occurs later. For any replaced Goods, the warranty period shall restart.

17. Product Liability

17.1 The Supplier agrees to indemnify and hold Technica harmless from any claims, losses, or damages arising out of or in connection with defective Goods or Services, including but not limited to product liability claims from third parties.

17.2 In the event of a product recall due to defects, the Supplier shall bear all associated costs and damages incurred by Technica, including administrative and legal expenses.

18. Insurance

18.1 The Supplier shall maintain adequate insurance coverage to cover any risks or liabilities arising from its obligations under the Contract. At a minimum, the Supplier shall hold public liability insurance with coverage of at least DKK 2.500.000

per occurrence and DKK 5.000.000 in aggregate (or equivalent in local currency), unless otherwise agreed in writing by Technica.

18.2 Upon Technica's request, the Supplier shall provide certificates of insurance and evidence of payment of the corresponding premiums.

19. Confidentiality

19.1 Any information shared between Technica and the Supplier that is marked as confidential or is of a confidential nature ("Confidential Information") shall be kept confidential and only used for the purpose of fulfilling the obligations under the Contract.

19.2 The receiving Party agrees not to disclose Confidential Information to any third party, except for employees or professional advisors who need the information for the performance of the Contract and who are bound by confidentiality obligations.

19.3 This obligation of confidentiality shall not apply to information that:

- Is or becomes publicly available without breach of the Contract;
- Is independently developed by the receiving Party;
- Is received from a third party without confidentiality obligations; or
- Is required to be disclosed by law or by a valid governmental or court order.

19.4 Upon termination of the Contract or upon request by Technica, the Supplier shall return or destroy all Confidential Information provided by Technica, including any copies thereof.

19.5 The confidentiality obligations set forth in this section shall survive the termination or expiration of the Contract for a period of five (5) years.

20. Intellectual Property Rights and Liability for Infringements

20.1 The Supplier warrants that the Goods and/or Services provided will not infringe upon any third-party intellectual property rights.

20.2 The Supplier shall indemnify and hold Technica harmless from any claims, liabilities, damages, or costs arising from any alleged infringement of intellectual property rights in connection with the Goods and/or Services provided.

20.3 In the event of any infringement, the Supplier shall, at its own expense, either obtain the necessary licenses or modify or replace the infringing Goods or Services to ensure that they do not violate any intellectual property rights, without diminishing the performance or quality of the Goods and/or Services.

21. Assignment and Subcontracting

21.1 The Supplier shall not assign or transfer any of its rights or obligations under this Contract to any third party without the prior written consent of Technica.

21.2 The Supplier may not subcontract any part of its obligations under the Contract without Technica's prior written approval. If subcontracting is approved, the Supplier shall remain fully responsible for the performance of the subcontractor and ensure that the subcontractor complies with all applicable terms and conditions of the Contract.

21.3 Technica reserves the right to assign or transfer its rights and obligations under the Contract to any affiliate or third party without prior consent from the Supplier.

22. Force Majeure

22.1 Neither Party shall be liable for any failure to perform its obligations under the Contract if such failure results from a Force Majeure Event.

22.2 A "Force Majeure Event" means any event or condition beyond a Party's reasonable control, which could not have been foreseen, including natural disasters, war, riots, pandemics, and government actions, but excluding strikes or labor disputes involving the Supplier's personnel.

22.3 The affected Party must promptly notify the other Party in writing of any Force Majeure Event and take reasonable steps to mitigate its effects.

22.4 If a Force Majeure Event continues for more than 90 days, Technica may terminate the Contract without liability by providing written notice to the Supplier.

23. Compliance with Laws and Regulations

23.1 The Supplier shall comply with all applicable laws, regulations, and standards in the performance of its obligations under the Contract, including, but not limited to, those relating to health and safety, environmental protection, and employment practices.

23.2 The Supplier shall be responsible for obtaining and maintaining all necessary permits, licenses, and approvals required for the supply of Goods and/or the performance of Services under the Contract.

23.3 The Supplier agrees to indemnify and hold Technica harmless from any liability arising from the Supplier's failure to comply with applicable laws and regulations.

24. Occupational Health and Safety

24.1 The Supplier is responsible for ensuring that its employees and subcontractors comply with all applicable health and safety regulations while performing work under the Contract.

24.2 The Supplier shall provide Technica with any necessary safety documentation or risk assessments prior to commencing work on Technica's premises or at a worksite designated by Technica.

24.3 Technica reserves the right to deny access to its premises or worksite to any Supplier personnel who do not comply with health and safety requirements or whose presence may pose a risk to health and safety.

25. Termination for Convenience

25.1 Technica reserves the right to terminate the Contract at any time, for convenience, by providing the Supplier with written notice.

25.2 In the event of such termination, Technica shall reimburse the Supplier for any Goods or Services provided up to the date of termination, including reasonable costs incurred in connection with the termination, provided that such costs do not exceed the total value of the Contract.

26. Termination for Cause

26.1 Technica may terminate the Contract with immediate effect if the Supplier:

- Materially breaches the Contract and fails to remedy such breach within 14 days of receiving written notice;
- Becomes insolvent or is unable to pay its debts as they become due;
- Undergoes a change in control that adversely affects Technica.

26.2 Upon termination for cause, Technica may withhold any payments due to the Supplier and seek damages for any additional costs incurred due to the Supplier's breach.

27. Governing Law and Dispute Resolution

27.1 The Contract shall be governed by the laws of Denmark, without regard to its conflict of laws principles.

27.2 Any disputes arising out of or in connection with the Contract shall be settled amicably through negotiation between the Parties. If the Parties cannot reach a resolution, the dispute shall be finally settled by arbitration in Aarhus, Denmark, in accordance with the rules of the Danish Institute of Arbitration.

28. Personal Data Protection

28.1 The Supplier shall comply with all applicable data protection laws, including the EU General Data Protection Regulation (GDPR), when processing any personal data on behalf of Technica.

28.2 If personal data must be processed for the performance of the Contract, the Supplier agrees to:

- Use the data only for specified, legitimate purposes;
- Ensure that personal data is adequately protected and that any subcontractors are also compliant with data protection regulations;
- Assist Technica with fulfilling its obligations regarding data subject rights and data protection impact assessments, if necessary.

28.3 Upon termination of the Contract, the Supplier shall securely delete or return any personal data received from Technica, unless retention is required by law.

29. Environmental Protection

29.1 The Supplier shall comply with all applicable environmental laws and regulations in the provision of Goods and Services.

29.2 The Supplier shall take all reasonable measures to minimize environmental impacts, such as reducing waste, conserving energy, and promoting the sustainable use of resources during the performance of the Contract.

29.3 The Supplier shall provide Technica with relevant environmental certifications and reports as requested, to demonstrate compliance with environmental protection standards.

30. Export Control and Foreign Trade Regulations

30.1 The Supplier shall comply with all applicable export control, customs, and foreign trade regulations.

30.2 The Supplier shall inform Technica within two weeks of signing the Contract of any restrictions on the Goods or Services being provided under export control laws, including but not limited to:

- Any export control classification numbers (ECCN);
- Harmonized System (HS) codes and commodity codes;
- The country of origin of the Goods.

30.3 If any changes occur to the export regulations or the origin of the Goods, the Supplier must notify Technica immediately, but no later than two weeks after the change occurs.

30.4 The Supplier is liable for any damages or costs incurred by Technica as a result of the Supplier's failure to comply with export control and foreign trade regulations.

31. Amendments to the Contract

31.1 Any amendments or modifications to the Contract must be made in writing and signed by both Parties.

31.2 Technica reserves the right to amend or update these General Terms and Conditions for Purchasing, provided that the Supplier is notified of such changes in writing.

GTCP Version 2.0
17th of January 2025