



## **DANISH CROWN TERMS OF PURCHASE (Short form)**

### **1. GENERAL TERMS**

- 1.1. These Terms of Purchase shall apply to all purchases, orders and contracts ("Agreement") for goods, equipment and/or services ("Products") between Danish Crown and the supplier ("Supplier").
- 1.2. These Terms of Purchase shall be an integral part of the Agreement. If there is any conflict or ambiguity between these Terms of Purchase and the Agreement, the Agreement shall prevail. However, no terms or conditions contained in Supplier's quotations, order confirmations, invoices or other documents shall apply, and these Terms of Purchase applies to the exclusion of any terms that Supplier seeks to impose or incorporate.

### **2. SUPPLY OF PRODUCTS**

- 2.1. Products shall be free from defects in design, material and workmanship.
- 2.2. Supplier shall manufacture and supply Products in compliance applicable industry standards and applicable laws and regulations.
- 2.3. Supplier shall comply with the Danish Crown Group Supplier Code of Conduct made available at Danish Crowns website, as amended from time to time at the sole discretion of Danish Crown.

### **3. DELIVERY**

- 3.1. Except otherwise agreed, all Products shall be delivered DDP (Incoterms 2020). Delivery is completed upon unloading of the Products at the delivery location.
- 3.2. Title to Products shall be transferred to Danish Crown in accordance with applicable Incoterm or otherwise upon delivery of Products at Danish Crown's designated location.
- 3.3. Danish Crown has no obligation to carry out inspection of Products. Any inspection or audit carried out by Danish Crown shall not release Supplier from, or otherwise affect any obligations of Supplier and shall not be deemed as an acceptance by Danish Crown.

### **4. PRICE AND PAYMENT**

- 4.1. Deliveries of Products shall be subject to the purchase price set out in the Agreement.
- 4.2. The purchase price for Products excludes amounts in respect of value added tax (VAT), but shall include all other charges directly or indirectly incurred in relation to the supply of Products.
- 4.3. Supplier may invoice Danish Crown after the completion of delivery of Products.
- 4.4. Danish Crown shall pay all undisputed sums in the next payment run following the end of the month of the invoice date plus 90 days or at any earlier date as set out in applicable mandatory law.

### **5. REMEDIES**

- 5.1. If Products delivered to Danish Crown do not comply with the Agreement, then Danish Crown may exercise any one of the following remedies regardless of having accepted the delivery of Products or not:
  - 5.1.1. terminate the relevant order, part hereof and/or the Agreement;
  - 5.1.2. reject Products in whole or in part;
  - 5.1.3. claim a price reduction;



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- 5.1.4. require Supplier to repair or replace the rejected Products, or to provide a full refund of the purchase price of the rejected Products, if paid;
  - 5.1.5. refuse to accept any subsequent delivery of Products, which Supplier attempts to make;
  - 5.1.6. recover from Supplier any extra costs incurred in obtaining substitute Products from a third party; and
  - 5.1.7. claim damages for other costs, loss or expenses incurred by Danish Crown which are attributable to Supplier's failure to carry out its obligations under the Agreement.
- 5.2. In case of delay, Supplier may in addition to the remedies above claim liquidated damages of 1% of the net purchase price of the delayed Products for every commenced day of delay, up to a maximum of 15%.

### **6. PRODUCT LIABILITY**

- 6.1. Supplier shall keep Danish Crown indemnified from and against all liabilities, costs, expenses, damages, contractual penalties and losses suffered or incurred by Danish Crown because of any product liability damage caused by Products.

### **7. CONFIDENTIALITY**

- 7.1. Each party undertakes that it shall not during the Agreement and for a period of 3 years after termination of the Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 7.2.
- 7.2. Each party may disclose the other party's confidential information:
- 7.2.1. to its employees, officers, representatives, or advisers who need to know such information for the purposes of carrying out the party's obligations under the Agreement. Each party shall ensure that its employees, officers, representatives, or advisers to whom it discloses the other party's confidential information comply with this clause 7; and
  - 7.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 7.3. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under this Agreement.

### **8. TERM AND TERMINATION**

- 8.1. If no duration has been agreed under the Agreement, and the Agreement has not been completed for one single delivery, the Agreement may be terminated by either party by providing 3 months' written notice.
- 8.2. Without limiting its other rights or remedies as set forth in the Agreement, either party may terminate the Agreement with immediate effect by giving written notice to the other party if (i) the other party commits a material breach of any term of the Agreement and if such a breach is remediable fails to remedy that breach within 14 days of that party being notified in writing to do so; or (ii) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors, being wound up, having a receiver appointed



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to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction.

### 9. FORCE MAJEURE

- 9.1. Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure is due to a hindrance beyond its reasonable control, provided that the affected party could not, at the date of the Agreement or at a later stage, have reasonably anticipated, avoided or overcome the hindrance or its consequences ("Force Majeure Event"). Force Majeure Events include, without limitation: Acts of God; natural disaster; storm; flood; war or threat hereof; terrorism; sabotage; riot; governmental order; public restrictions; and import or export prohibition/embargoes.
- 9.2. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate the Agreement and/or order by giving 7 days' written notice.

### 10. MISCELLANEOUS

- 10.1. Amendments. No amendments of the Agreement shall be effective unless it is in writing and signed by the parties.
- 10.2. Non-waiver. No failure or delay in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 10.3. Governing law. The Agreement, and any dispute or claim arising out of or relating hereto, or its subject matter or formation including non-contractual disputes or claims, shall be governed by, and construed in accordance with the law of the country in which Danish Crown is located without regard to the Convention on International Sale of Goods (CISG), conflict of law rules, international treaties and conventions on conflict of law.
- 10.4. Jurisdiction. Each party irrevocably agrees that the ordinary courts of the country in which Danish Crown is located shall have jurisdiction to settle any dispute or claim arising out of or relating to the Agreement or its subject matter or formation including non-contractual disputes or claims. Supplier shall allow any dispute between the Supplier and Danish Crown and/or between the Supplier and a third party to be settled before the same forum as disputes between Danish Crown and such third party including but not limited to claims for products liability.