

## GENERAL TERMS FOR PURCHASE OF GOODS – CERTEX Danmark A/S

### 1. DEFINITIONS

«**Agreement**» means the documents that form the basis of the Parties' rights and obligations, including any Framework Agreement with Axel Johnson International AB, Lifting Solutions, orders, these general terms etc.

«**Delivery**» means the goods and services, including documentation, the Supplier is to deliver according to the Agreement.

### 2. TECHNICAL REGULATIONS

CERTEX Danmark A/S specifications, if given, shall be used for the production and assembly of the Delivery.

All drawings, documents and other information sent to the Supplier from CERTEX Danmark A/S are solely CERTEX Danmark A/S's property and shall be returned at CERTEX Danmark A/S's request.

Tools, designs or other fixed accessories supplied by CERTEX Danmark A/S to the Supplier or paid by CERTEX Danmark A/S in connection with the Delivery are solely CERTEX Danmark A/S's property and shall be returned at CERTEX Danmark A/S's request.

CERTEX Danmark A/S is entitled at all times to make the necessary controls and inspections at the Supplier's premises.

All Deliveries must conform to the specifications of the order, be of good quality and suitable for the purpose of delivery. Data on printed materials, sample grades, etc., which the Supplier supplies or refers to in connection with offers, is binding on the Supplier.

The Supplier warrants that all work relating to the Delivery is professionally performed in accordance with the applicable industry standard and that the Delivery is in full compliance with what has been agreed.

The Delivery shall be in accordance with applicable laws and regulations.

For all deliveries of products and services that are subject to regulations (EC Directive 2006/42 / EC) or other applicable EU directives, the regulatory and technical documentation and declarations are covered by the Delivery. All products must be manufactured and labelled in accordance with applicable EU regulations.

Products in the Deliveries shall be manufactured and delivered in accordance with the respective requirements of applicable EU directives, including:

- Textile slings in accordance with EN 1492-1
- Round slings in accordance with EN 1492-2
- Lashing equipment in accordance with EN 12195
- Steel wire in accordance with EN 12385 & EN 13411
- Steel wire slings in accordance with EN 13414

### 3. ENVIRONMENT

The Supplier should avoid or minimize negative impacts on the environment in fulfilling his obligations under the Agreement.

The Supplier shall as far as possible use materials for packaging that can be recovered or recycled.

### 4. INSURANCE

The Supplier shall establish necessary and adequate insurance coverage for all work and equipment used in the Delivery, as well as for liability and damage that may be incurred on CERTEX Danmark A/S or third party's life or property. CERTEX Danmark A/S may require documentation of the insurance coverage and extent of the insurance.

### 5. SUBCONTRACTING

The Supplier is obliged to ensure that any Subcontractors' deliveries meet the standards and quality requirements specified by the Agreement. All Subcontractor's liability is payable by the Supplier, and any claim that may be made against the Subcontractor may also be applied to the Supplier.

### 6. CHANGES

Within what could reasonably be expected at the conclusion of Agreement, CERTEX Danmark A/S may require changes to the Delivery, as well as changes to the Progress Plan.

If CERTEX Danmark A/S requires changes, the Supplier shall without undue delay inform about any impact on quality, price and progress.

If the Supplier discovers any need for changes, CERTEX Danmark A/S shall be notified in writing as soon as this becomes clear to the Supplier.

Changes must be approved by CERTEX Danmark A/S by written change order before they are implemented.

Compensation for changes shall be in accordance with the Agreement's original price level. If changes result in savings for the Supplier, CERTEX Danmark A/S shall be credited with this.

Upon receipt of a change order, the Supplier shall without undue delay initiate this, even though the effect of the change order on price, progress plan and other terms of the Agreement has not yet been established.

CERTEX Danmark A/S may, by written notice to the Supplier, cancel the Delivery in full or in part with immediate effect. After such cancellation, CERTEX Danmark A/S shall only cover documented and necessary expenses incurred as a direct consequence of the cancellation.

### 7. DOCUMENTATION

All required documentation, including required documentation in accordance with applicable EU directives and standards, forms an integral part of the Delivery.

Inadequate or missing documentation triggers liability for the Supplier.

### 8. BREACH OF CONTRACT

#### 8.1 Delay

There is a delay when the Supplier fails to deliver under the terms of the Agreement unless the delay is due to circumstances with CERTEX Danmark A/S.

If the Delivery has such defects that it is not suitable for use for its purpose, CERTEX Danmark A/S may choose to equate this with delay.

The Supplier is liable for delay in accordance with item 8.2.

### 8.2 Effects of delay

Unless otherwise agreed, in the event of delay, the damages accrue with 1% of the value of the delayed goods for each commencement week until contractual delivery takes place, or in case of cancellation, until the cancellation date. However, the overall damages shall not exceed 10% of the value of the delayed goods.

If the delay is due to the Supplier or anyone the Supplier answers to having revealed gross negligence or intention, CERTEX Danmark A/S may, instead of damages, claim compensation for the loss suffered by CERTEX Danmark A/S as a result of the delay.

CERTEX Danmark A/S may terminate the Agreement with immediate effect at any delay which is not insignificant. In such case, CERTEX Danmark A/S will be entitled to compensation.

### 8.3 Defects

The Supplier is responsible for any defect in the Delivery in accordance with Clause 8.4.

After delivery, CERTEX Danmark A/S shall examine the Delivery within a reasonable period of time. CERTEX Danmark A/S is not under an obligation to examine the Delivery before it reaches the destination. CERTEX Danmark A/S's duty to investigate the Delivery applies correspondingly when the Supplier has made a replacement or repair.

CERTEX Danmark A/S loses the right to claim defect if CERTEX Danmark A/S does not complain within a reasonable time after the defect was discovered. If CERTEX Danmark A/S does not complain within 24 months after delivery took place, he cannot claim defect at a later date unless the Supplier has assumed responsibility for defects for a longer period of time. The corresponding complaint period for replacement or repaired parts is from the time the replacement or repair has taken place. The complaint deadlines do not run as long as corrections or other activities that are required for proper contractual fulfillment are performed.

### 8.4 Effects of defects

If CERTEX Danmark A/S complains, the Supplier shall begin to rectify the defect immediately. Remedy may be postponed if CERTEX Danmark A/S has a reasonable reason for requiring it. Remediation shall be carried out at no cost to CERTEX Danmark A/S.

If the Supplier has not rectified the defect within a reasonable time, CERTEX Danmark A/S is entitled to either themselves or through others repairing the defect at Supplier's expense and risk, or demanding a price reduction. The same applies if it will cause a significant disadvantage for CERTEX Danmark A/S to await the Supplier's remedy. In such cases, The Supplier shall be notified in writing before rectification.

CERTEX Danmark A/S may claim compensation for loss suffered as a result of a defect. Such replacement is limited to direct loss unless the Supplier or anyone he answers to has manifested gross negligence or intent.

The Supplier is liable for defects in the goods for one (1) year from the date the goods are taken into use CERTEX Danmark A/S's customer, but not more than two (2) years from the date of delivery. The Supplier is also liable for errors in previously delivered goods, provided that the errors are of the same kind or may be related to the same cause as errors discovered within the said period. The latter is also valid for errors discovered after the warranty period expired.

CERTEX Danmark A/S may terminate the Agreement if (i) the defect results in material breach of contract; (ii) the Supplier becomes insolvent or, provided that the error is not of an immaterial kind / an intellectual property; (iii) the defective goods have not been repaired or replaced without delay.

### 8.5 Indemnity and compensation

The Supplier shall indemnify CERTEX Danmark A/S if the Delivery involves any third party patent or other intellectual property rights, except when this is a necessary consequence of CERTEX Danmark A/S's specifications and the Supplier did not know or should have known that such intervention was present.

CERTEX Danmark A/S may claim compensation for all damages and costs arising from personal injury or damage caused by the Delivery or its use.

### 8.6 Defects and delays due to Subcontractors

If a delay or defect is due to a third party whom the Supplier has commissioned to fully or partially fulfil the Delivery, the Supplier is free from liability only if third parties would also be exempted from item 9 below. The same applies if the delay or defect is due to a supplier that the Supplier has used, or to someone else in previous sales.

### 9. FORCE MAJEURE

Force majeure means an event beyond a party's control which he could not reasonably have expected to have taken into account at the time of entering into the Agreement or avoided or overcome the consequences.

There is no breach of contract to the extent that it is proved that compliance with the Agreement has been prevented due to force majeure. Each Party must cover its costs due to force majeure. Any Party wishing to invoke force majeure shall as soon as possible inform the other Party of the force majeure situation, its reason and the expected duration.

CERTEX Danmark A/S is entitled to terminate the Agreement if the force majeure situation lasts, or it is clear that it will last for more than 60 days.

### 10. PRIORITY

In case of conflict, the Agreement's various documents shall be given the following priority:

- (i) Framework Agreement with Axel Johnson International, Lifting Solutions (if any)
- (ii) Special Terms (if any)
- (iii) CERTEX Danmark A/S's General Terms and Conditions
- (iv) Other attachments to a possible Framework Agreement in the order they are listed in the Framework Agreement
- (v) CERTEX Danmark A/S request and related offer basis
- (vi) Offer from Supplier

### 11. CHOICE OF LAW AND JURISDICTION

These general terms and conditions are subject to and are to be interpreted in accordance with Danish law.

Disputes that may arise in connection with or as a result of these General Terms and Conditions, which are not resolved on an amicable basis, shall be settled by ordinary lawsuit. The agreed jurisdiction is Denmark.

### 12. Code of conduct

CERTEX Danmark A/S expects all Suppliers to comply with the Axel Johnson International AB's CERTEX Danmark A/S's [Code of Conduct](#)

Date: 08.11.2021