

1. General conditions

These general purchasing terms shall apply for all purchases of products, components, or raw materials (Products) made by Everfuel A/S or any of its affiliated companies (Everfuel) unless otherwise agreed. By order confirmation or execution, the vendor accepts the present purchase conditions. The sales- and delivery terms of vendor do not apply to any deliveries of Products made to Everfuel, even if the terms are not explicitly rejected by Everfuel.

2. Formation of contract

Everfuel will on a case-by-case basis issue purchase orders to vendor and request the supply of Products. A contract is concluded between Everfuel and the vendor when Everfuel has issued a purchase order to the vendor and the vendor has accepted such order by issuing an order confirmation.

3. Delivery

Delivery of Products shall occur on the day or within the time noted in the contract. Delivery is free of charge to the address noted in the purchase order (DDP, Incoterms 2020). Delivery has taken place when the Products have been received by or on behalf of Everfuel accompanied by a delivery note with a specification of the Everfuel purchase order number, position number, Product number, type, quantity, and also date and work certificate if and when necessary.

4. Delay

If and when there is a delay or expected delay of Products, the vendor shall promptly notify Everfuel hereof in writing. Everfuel may, unless vendor can prove force majeure, maintain the or terminate the contract. If Everfuel chooses to maintain the purchase, Everfuel may demand a 0,5 per cent penance of the contract amount for each commencing week of delay until delivery has occurred. Notwithstanding whether or not Everfuel chooses to terminate the contract, Everfuel may demand compensation for the losses suffered in connection with the delay. The vendor's maximum liability in connection with the delay shall not exceed 20 percent of the contract amount. Everfuel shall, without undue delay, inform the vendor if Everfuel decides to terminate the contract.

5. Quantity and quality

Deviations from the ordered quantity is in each and every case to be approved in writing by Everfuel. The vendor shall also not deviate from specifications without Everfuel's written approval.

6. Terms of payment

Payment conditions are current month plus 30 days from Everfuel' receipt of an accurate invoice. However, the invoice shall not be issued earlier than delivery. The invoice shall be sent to the email address stated in the purchase order in PDF format and must (where applicable) include Everfuel' purchase order number, product number, quantity, price and date in addition to meeting the general Danish custom and tax requirements. Everfuel reserves the right to reject any invoice that does not meet the above-mentioned items. The vendor may only demand interests on overdue payments in accordance with the Danish Interest Rates Act.

7. Guarantee

For a period of 24 months and any potential extension thereof, vendor warrants that the Products delivered (i) are new and unused; (ii) are fit for the purpose for which they are procured; (iii) are free from defects in design, materials, and workmanship; and (iv) fulfil all applicable laws, regulations, norms and standards. The guarantee period shall commence on the date on which the Products have been commissioned in commercial operation, however no longer than 30 months from the date of delivery. If and when Everfuel ascertains defects within the guarantee period, vendor is to be informed hereof without undue delay. Everfuel may then, at its own choice, terminate the contract, return the Products to vendor at its expense, demand remedial action, replacement and/or demand compensation for the occurred damages, or a price reduction equivalent to the reduced value of the Product. Where applicable, if vendor has not remedied or replaced the defective Products, Everfuel may remedy the ascertained defects at the cost and risk of the vendor. If a remedy or replacement occurs, a new guarantee period shall commence for the affected Products.

8. Documentation, marking and certification

Vendor shall ensure that the Products are accompanied by all documentation, certification and marking required to incorporate the Products in the markets of EU. The Products must consequently be at least CE marked. All specifications, descriptions, drawings, documentations, timetables and other material provided by Everfuel to the vendor as part of the cooperation or in connection with the purchase orders are the property of Everfuel and may only be used by vendor for the sole purpose of supplying the Products to Everfuel and fulfilling the contracts. The parties have not transferred any intellectual property rights to the other party in connection with the contracts or the parties' commercial cooperation.

9. GDPR

Everfuel and vendor, as applicable, will collect and process the personal data as data controllers. The parties acknowledge and agree that they will provide all its employees and/or third parties engaged by the parties, as applicable, with information about the other party's collection and processing of their personal data. Such information must comply with applicable data protection laws, including Article 13 and 14 of the General Data Protection Regulation. Either party will defend and indemnify the other party from and against all claims raised by an employee or third party engaged by the party due to the party's non-compliance with this clause.

10. Confidentiality

The parties may not disclose any confidential information received from the other party or information relating to the contracts, unless for the sole purpose of performing and executing the contracts. Everfuel is on a need-to-know basis entitled to disclose information relating to vendor's Products for the purpose of sourcing products or components from other suppliers. The confidentiality obligation shall also apply after the parties' fulfilment of the contracts.

11. Force majeure

If the parties' fulfilment of their respective deliveries is delayed or suspended due to a force majeure event, the affected party shall immediately give notice hereof to the other party. During such events, the affected party's obligations will be suspended. If a force majeure event lasts for more than 90 days, the other party may without liability terminate the affected contract by written notice to the other party.

12. Product liability

The vendor shall indemnify and hold Everfuel harmless against any claims raised in relation to bodily injury; and/or property damage arising out of or caused by the Products. The vendor is obligated to participate in any court or arbitration case examining such claims.

13. Governing law, venue and settlement of disputes

Efforts shall be made by the involved parties to settle the disputes, if any, amicably. Any dispute originating from the contracts between the vendor and Everfuel is subject to Danish law but excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). All controversies and claims arising out of or relating to a contract (including post-termination obligations), or a breach thereof, shall be resolved exclusively by arbitration, before a tribunal of three arbitrators, administered by the Danish Institute of Arbitration in accordance with its rules and procedures. The place of the arbitration shall be held at a mutually convenient time and location in Herning, Denmark. The procedural language shall be English unless all parties to the dispute are based in Denmark, in which case the procedural language shall be Danish.