

## **NOVENCO Building & Industry A/S – Purchase Conditions**

The terms and conditions stipulated in the present Purchase Conditions shall precede any other terms and conditions stated in the delivery terms of delivery of SELLER or the like. The ordinary terms of sales from SELLER that may form a part of SELLER's material of sale shall be considered non-existent.

### **1.0 ACKNOWLEDGEMENT OF ORDER**

1.1 NOVENCO Building & Industry A/S shall always issue a written Purchase Order by-e-mail, facsimile or normal mail and only such Purchase Orders shall be binding for NOVENCO Building & Industry A/S.

1.2 The Purchase Order may be cancelled by NOVENCO if the Order Confirmation has not been received by NOVENCO Building & Industry within five (5) business days period.

1.3 NOVENCO Building & Industry A/S reserved the right to revoke the Purchase Order at any time before the SELLER has accepted it.

1.4 Questions concerning the Purchase Order shall be addressed to NOVENCO Building & Industry A/S before expiration of the above mentioned period.

### **2.0 DRAWINGS AND OTHER DOCUMENTATION**

2.1 NOVENCO Building & Industry A/S will, if required for the fulfilment of the Order, send relevant drawings and other documentation together with the Purchase Order.

2.2 The SELLER is responsible for obtaining from NOVENCO Building & Industry A/S all necessary information, drawings and other documentation being necessary for the fulfilment of the Purchase Order.

2.3 Drawings and other documentation shall be returned to NOVENCO Building & Industry A/S after delivery has taken place, unless otherwise agreed in writing.

2.4 All drawings, technical documentation including component declarations in accordance with the all relevant EU Directives, certificates, guarantees and similar which the SELLER pursuant to the Purchase Order is obliged to deliver to NOVENCO Building & Industry A/S, will incidentally be considered an integral part of the supply and are to be supplied simultaneously with the Goods unless such documentation according to its nature shall not/cannot be completed until later; in the affirmative such documentation has to be supplied to NOVENCO Building & Industry A/S without undue delay.

2.5 NOVENCO Building & Industry A/S can consider late delivery of any of the aforementioned documentation as a delay of the entire delivery.

2.6 Costs in connection with the procurement of the mentioned documentation are considered as being part of the Purchase Price and the SELLER is not entitled to additional payment unless otherwise expressly agreed in writing.

### **3.0 THE PROPERTY OF DRAWINGS, TOOLS, MODELS, etc.**

3.1 All drawings and other documentation, tools and models paid for by NOVENCO Building & Industry A/S shall remain NOVENCO Building & Industry A/S's property.

3.2 Drawings, sketches, technical information, tools, and models handed over to the SELLER by NOVENCO Building & Industry A/S shall be treated confidentially.

3.3 The SELLER is responsible for storage and maintenance of the aforementioned tools and models, etc. and shall keep the same separated from the SELLER's or a third party's tools and models, etc. by clearly marking it with NOVENCO Building & Industry's name and relevant identification.

3.4 NOVENCO's drawings, tools and models, etc. shall only be used for manufacture of Goods to NOVENCO Building & Industry A/S and such property may not be copied or handed over to any third party.

3.5 The SELLER has strict liability for theft of, damage to or loss of the tools, models etc. belonging to NOVENCO Building & Industry A/S as mentioned above. All such property shall be held at the SELLER's risk and shall upon NOVENCO Building & Industry A/S's request be insured by the SELLER at its expense for an amount equal its replacement cost.

3.6 Upon NOVENCO Building & Industry A/S's request such property is to be delivered promptly to NOVENCO Building & Industry A/S despite any outstanding differences between the SELLER and NOVENCO Building & Industry A/S.

3.7 In case the SELLER is unable to return tools, models, etc. subject to no other deterioration that is common for ordinary tear and wear, the SELLER is strictly liable to compensate NOVENCO Building & Industry A/S with the replacement value of said Goods.

### **4.0 DELIVERY**

4.1 All goods shall be sent in one consignment if nothing else has been stated.

4.2 The delivery terms is to be agreed between parties prior to order and delivery. Terms to be agreed according to INCOTERMS 2020®. If delivery term has not been agreed in writing, SELLER will cover all costs and risk for delivered goods.

4.3 Despite trade and/or custom usage the SELLER must deliver the exact quantities specified in the Purchase Order. The SELLER is not entitled to claim payment for any excess quantities. NOVENCO Building & Industry A/S reserves the right to reject incomplete deliveries and return excess quantities at the SELLER's expense and risk.

4.4 The description of the goods must be unambiguous and in accordance with the Purchase Order.

4.5 All Goods shall be properly packed and secured by the SELLER in such a manner as to enable them to reach their destination normally as stated in the Purchase Order and in good condition. The packaging materials must not contain any PVC. The costs for packing the materials, including cartons, crates, containers or similar are considered included in the purchase price unless otherwise agreed in writing.

4.6 NOVENCO Building & Industry A/S reserves the right to remedy insufficient or defective packing for the account of the SELLER.

4.7 Packing list/dispatch note shall be attached to all deliveries (one packing list per parcel) and indicate:

- NOVENCO Building & Industry A/S'S complete Purchase Order number.
- The contents of each parcel if the consignment includes several parcels.
- NOVENCO Building & Industry A/S's item numbers specified in the Purchase Order
- Special references if required by Building & Industry A/S.

4.8 Delivery of the goods is not considered to be done until it has been correctly received and approved by NOVENCO Building & Industry A/S.

4.9 If the goods have not been delivered in compliance with NOVENCO Building & Industry A/S'S Purchase Order, NOVENCO Building & Industry A/S has the right to return the goods or perform an improvement by arrangement with the SELLER or cancel the Purchase Order and claim compensation. If NOVENCO Building & Industry A/S buys goods in replacement, SELLER is obliged to compensate for any expense and cost connected herewith. SELLER has the full responsibility for any deficiencies, and NOVENCO Building & Industry has no duty to examine the Goods and/or Equipment neither before nor after the delivery.

4.10 The delivery date is of the essence in the performance of the Purchase Order and the delivery date requested by NOVENCO Building & Industry is to be met.

4.11 Unless otherwise specified in NOVENCO Building & Industry A/S'S Purchase Order, the delivery time shall be construed as the arrival of the supply at the delivery address specified in NOVENCO Building & Industry A/S's Purchase Order.

4.12 The moment the SELLER discovers or has reason to suppose that delivery will be delayed, he is to advise NOVENCO Building & Industry A/S stating the cause of the delay and specifying a new date of delivery for NOVENCO Building & Industry A/S'S consideration.

4.13 If the delay is neither due to force majeure nor to negligence by NOVENCO Building & Industry A/S or NOVENCO Building & Industry A/S's business relations, NOVENCO Building & Industry has the right to claim unconditional penalty of one (1) % of the total Purchase Order amount per one (1) day, however, not exceeding ten (10) % of the total amount.

## **5.0 QUALITY and QUALITY CONTROL**

5.1 The quality of the Goods shall as a minimum confirm with the quality of all furnished samples, drawings, descriptions, all other particulars of the Goods as stated in the Purchase Order or what naturally can be derived hereof. All Goods shall be manufactured by brand new materials and components.

5.2 SELLER is responsible for securing that the delivery complies with the standards of safety and quality specified by NOVENCO Building & Industry A/S, by National or local public authorities and/or as stated in all relevant EU Directives or other relevant Directives.

## 6.0 PAYMENT

6.1 The SELLER shall send the invoice in duplicate to:

NOVENCO Building & Industry A/S

Oeverup Erhvervsvej 50-52

DK-4700 Naestved

Denmark

Att.: Accounts Department

Invoice can also be sent electronically to: [invoice@novenco-building.com](mailto:invoice@novenco-building.com)

6.2 The SELLER shall send a separate invoice for each Purchase Order, and the invoice shall refer to NOVENCO Building & Industry A/S'S Purchase Order number and item number.

6.3 The SELLER can only charge a dispatch fee, packing costs or other forms of fee if this has been agreed upon in writing between the parties.

6.4 Payment shall be made according to the terms of payment specified in the Purchase Order and with the condition that the SELLER meets the present Purchase Conditions.

6.5 The time of payment is calculated from the date NOVENCO Building & Industry A/S receives a correct invoice upon or after complete delivery corresponding to each individual Purchase Order issued and inclusive of requested documentation, certificates etc.

6.6 If delivery takes place earlier than required, the time of payment is calculated from the required date of delivery.

6.7 NOVENCO Building & Industry A/S reserve the right to deduct from any financial outstanding, any claim towards the SELLER in connection with the SELLER's supply of Goods to NOVENCO Building & Industry A/S.

6.8 In case of any payment in advance made by NOVENCO Building & Industry A/S it shall be met by a banker's guarantee payable on first demand or by similar unconditional security, only valid until released by NOVENCO Building & Industry A/S, however minimum 20 days after the date of delivery.

6.9 At possible overdue payment by NOVENCO Building & Industry A/S the SELLER shall only be entitled to charge interest calculated as the Danish National Bank loan interest rate.

## 7.0 WARRANTY

7.1 For defects and deficiencies in the delivery the SELLER gives a warranty of twenty four (24) months (it must be expected that the Goods are in operation twenty four (24) hours per day) from the date when the Goods are put into service. If the Goods are sold to a third party, including when the Goods are sold as part of NOVENCO Building & Industry A/S's delivery to NOVENCO Building & Industry A/S's customers, the date for putting the Goods into service is the date when NOVENCO Building & Industry A/S's customer puts them into service. SELLER's warranty, however, is maximum thirty six (36) months from time of delivery of goods without any defects or deficiencies. If replacement delivery takes place in accordance with the above warranty provision the SELLER will issue an identical warranty with respect to the replacement goods.

7.2 During the warranty period, NOVENCO Building & Industry A/S shall be entitled to claim replacement delivery free of charge.

7.3 NOVENCO Building & Industry A/S's remedies in case of breach of these provisions, including the right to claim compensation, are governed by the rules of Danish law.

7.4 SELLER guarantees that the goods are neither defective nor do they violate third party's immaterial rights.

## 8.0 INSPECTION

8.1 NOVENCO Building & Industry A/S and NOVENCO Building & Industry A/S's customer reserve the right to verify at the place of production that the ordered goods comply with the specified requirements. This verification does not exempt the SELLER from his responsibility to deliver satisfactory goods, and it does not exclude a subsequent rejection.

## 9.0 PRODUCT LIABILITY

9.1 To the extent that NOVENCO Building & Industry A/S shall be burdened with paying for damage caused by the delivery of the SELLER, the SELLER shall be obliged to indemnify NOVENCO Building & Industry A/S of any loss that wholly or partially can be ascribed to such damage. The SELLER shall also be obliged to appear before any court of law or court of arbitration dealing with product liability claims lodged against NOVENCO Building & Industry A/S.

9.2 SELLER is obliged to effect and maintain necessary product liability insurance with an established insurance company and to keep himself insured for a period of not less than ten (10) years from the date when the product was brought into business. Upon request SELLER must document that the insurance is in effect on the mentioned terms.

## 10.0 GOVERNING OF LAW AND VENUE

10.1 Any dispute in connection with the carrying through of the Purchase Order or hereof resulting legal matters is first and foremost to be dealt with by amicable settlement.

10.2 In case this proves impossible any dispute shall be settled pursuant to the laws of Denmark.

10.3 NOVENCO Building & Industry A/S reserves the right to determine whether a possible dispute between the parties is to be referred to arbitration or to be settled by law court. If NOVENCO Building & Industry A/S determine that the dispute shall be referred to Arbitration, the parties undertake to have the dispute settled according to the Rules of administration of law suits at the "Det Danske Voldgiftsinstitut" (Danish Arbitration).

10.4 Arbitral proceedings shall take place in Copenhagen with three (3) arbitrators, each party appoints one arbitrator, and the Copenhagen Arbitration appoints the chairman of the arbitrators. The Arbitration Court shall rule the division of legal costs between the parties.

10.5 In case a dispute is to be settled by Court, NOVENCO Building & Industry A/S may elect the jurisdiction of either NOVENCO Building & Industry A/S or the SELLER.

10.6 Any complaint or summons shall be considered validly served if such letter is forwarded by registered mail to the opposing party.

## 11.0 ETHICS AND ENVIRONMENT

11.1 SELLER accepts to obey the 10 principles guidelines as stated UN Global Compact – <https://www.unglobalcompact.org/what-is-gc/mission/principles>