

GENERAL CONDITIONS OF PURCHASE

Version 30.05.2025

These General Conditions of Purchase (“Conditions”) shall apply to all deliveries of goods (“Goods”) made to the company indicated on the order confirmation (“the Buyer”).

The Conditions shall take precedence over the supplier’s (“Supplier”) conditions of sale and delivery to the extent any such exists. This shall apply regardless of whether such conditions are referred to, for instance, in offers and order confirmations. This also applies in the event that the Supplier’s conditions of delivery have not been expressly rejected by the Buyer. Receipt of the Goods shall not be construed as a tacit acceptance by the Buyer of the Supplier’s conditions.

The Conditions are, in their most current version, available on www.troldtekt.dk/suppliers, just as it will be provided upon request.

Regardless of any references in orders, advice of payment, or other documents as exchanged between the Supplier and the Buyer, the most current version of the Conditions, shall apply to a respective delivery.

1 ORDERS AND ORDER CONFIRMATIONS

- 1.1 All orders placed by the Buyer, shall be confirmed in writing by the Supplier. If, however, the Supplier has not rejected an order within two (2) working days after receipt, the order in question shall automatically be deemed accepted.
- 1.2 In the event of discrepancy between an order from the Buyer and the Supplier’s respective order confirmation, the purchase order in question shall take precedence. The fact that the Buyer has not reacted to a discrepancy in the Supplier’s order confirmation shall not imply otherwise.
- 1.3 The Buyer shall be entitled to cancel any order, in whole or in part, without incurring any liability or cost, provided that written notice of cancellation is received by the Supplier prior to the shipment of the products.

2 DELIVERY

- 2.1 Unless otherwise explicitly agreed, all deliveries shall be made DAP, according to INCOTERMS 2020, to the location as specified in the order, and partial delivery shall not be permitted.
- 2.2 Delivery will be made no later than the date as specified in the order. If no time of delivery is agreed, Supplier must contact the Buyer in order for the parties to agree on a delivery date.

3 PRICE AND PAYMENT

- 3.1 The price as specified in the order, and the corresponding order confirmation, shall be the full payment which the Buyer is obliged to pay to the Supplier for the Goods in question, and shall include all costs connected with production and delivery, including fees, direct or indirect taxes, transport insurance, etc.
- 3.2 For the avoidance of doubt, the Supplier shall not be entitled to adjust the price after an order has been confirmed.
- 3.3 Unless otherwise explicitly agreed, the terms of payment shall be current month + sixty-five (65) days from the Buyer’s invoice receipt date. All payments shall be deemed timely paid, when the payment in question is made from the Buyer’s bank within said period, however since the Buyer only executes payments once a week, the payment in question will be executed within the week following the expiry of the payment term in question.

- 3.4 In case of defective deliveries, the Buyer shall be entitled to withhold all payments to the Supplier, regardless the grounds for such payments, until such defect Good(s) have been replaced or repaired.

4 WARRANTIES

- 4.1 The Supplier warrants that the Goods are free from defects according to the agreed specifications, hereunder the specifications as referred to in an order or corresponding order confirmation, the state of the art, and the sustainability for purposes contemplated in the order or corresponding order confirmation.
- 4.2 The Supplier warrants that the Goods will fulfil the agreed specifications for a period of twelve (12) months from the Buyer's final handover to the Buyer's end customer of the aggregated solution in which the Goods are incorporated.
- 4.3 Additionally, the Supplier represents and warrants to the Buyer that any Goods or any use of the Goods does not violate any intellectual property rights belonging to third parties, and that the Supplier owns or has the necessary rights, including intellectual property rights, to perform its obligations under these Conditions.
- 4.4 If the Supplier breaches any of the representations and warranties as specified above in clause 4 - 4.3 the Supplier shall keep the Buyer fully indemnified and shall ensure that the Buyer in all matters are put in the same situation as if the confirmed order had been fulfilled in accordance with its content.
- 4.5 Without the prior written consent of the Buyer, the Supplier is not entitled to make any changes to the processes involved in the production of the Goods, or to the Goods themselves, if such changes affect the Goods' specifications, the performance or spare parts handling, or any mechanical or electrical change regardless of the possible effect on compatibility at the Buyer's production line and the Buyer's Goods.
- 4.6 The Supplier is notified that the Buyer resells and/or incorporates the Goods into products that the Buyer delivers to its customers. The Supplier thus accepts that the Goods may not be inspected before the Goods are used in the production of the Buyer or when the goods of the Buyer have been delivered to its customer. Upon receipt of the Goods at the Buyer's plant, the Buyer only checks the Goods or the packages hereof of easily visible damages.
- 4.7 In the event that a certificate is issued by the Supplier on the quantity or quality of the Goods, the Supplier accepts that the Buyer does not inspect the correctness of such certificate in connection with delivery.

5 DELAYS

- 5.1 In the event that a delivery is delayed, or in the event that the Supplier anticipates that it will be unable to deliver the Goods on the agreed date of delivery, the Supplier must immediately inform the Buyer, stating the reason for the delay. Such notification does not relieve the Supplier from its obligation to deliver on time or from remedies of late delivery.
- 5.2 If the Supplier does not deliver the Goods on the agreed date, the Buyer shall at its choice, be entitled to terminate the delivery according to the confirmed order, in whole or in part, with immediate effect. If delivery has not been made within eight (8) calendar days from written demand from the Buyer, the breach shall be considered material and the Buyer shall be entitled, but not obliged, to terminate all outstanding orders, already confirmed by the Supplier.
- 5.3 In addition to the Buyer's other remedies for breach of contract, according to law, or according to these Conditions, if a delivery is delayed or defect, the Buyer shall be entitled to receive payment of liquidated damages with effect from the agreed date of delivery and until non-defective delivery is affected, alternatively until the delivery according to the confirmed order is terminated.
- 5.4 The liquidated damages shall be payable at a rate of one (1) per cent of the purchase price for the delayed/defect Goods per commenced week of delay. The liquidated damages shall be payable upon written demand made to the Supplier, or the Buyer shall be entitled to set off incurred liquidated damages against the purchase price for the delayed/defect Goods in question. The liquidated damages shall maximum be an amount equal to ten (10) per cent of the purchase price for the delayed Goods.
- 5.5 The Supplier's obligation to deliver the Goods, and the Buyer's right to claim compensation for expenses in connection with the delayed or defect delivery from the Supplier will not be affected in any way whatsoever by payment of liquidated damages according to this clause 5.

6 PRODUCT LIABILITY

- 6.1 The Supplier carries the full product liability for Goods delivered to the Buyer, regardless of whether the product liability in question is wholly or only partly attributable to Goods delivered by the Supplier.
- 6.2 If the Buyer incur liability towards any third party for any damage as described in the preceding clause 4, the Supplier shall fully indemnify and hold the Buyer harmless.
- 6.3 Following the receipt of all claim documentation issued by the Buyer in relation to a requirement for cost compensation, the Supplier shall revert to the Buyer with a confirmation of cost coverage as fast as reasonably possible, however not later than twenty (20) business days.
- 6.4 The Supplier warrants that it has taken out appropriate insurance covering the liability according to this clause 6. The insurance policy shall also cover component damages. The Supplier shall upon request from the Buyer, forward a copy of the insurance policy to the Buyer. The Supplier shall inform the Buyer of any damage or event that has been notified to the insurance company under the insurance policy.

7 INTELLECTUAL PROPERTY RIGHTS

- 7.1 All intellectual property rights, whether registered or not, belonging to either the Supplier or the Buyer prior to any delivery of Goods under these Conditions, or developed independently by either of the parties without reference to the cooperation or the information shared between the parties, shall be and remain with said party during and after delivery under these Conditions.
- 7.2 Any discoveries, inventions, improvements, processes, designs, drawings, documentation and other materials ("Items") produced by, for or on behalf of the Supplier solely for the purposes of the Supplier's delivery of Goods to the Buyer, shall be the exclusive property of the Buyer. Furthermore, the Supplier shall treat (and shall ensure that all Suppliers employees, agents and subcontractors treat) all such Items as confidential information of the Buyer. Any and all intellectual property rights, including copyright, in all such Items shall be owned exclusively by the Buyer and the Supplier will provide the Buyer with all information, documentation and materials, which the Buyer may reasonably request for the purpose of allowing the Buyer to fully protect and exercise its proprietary rights in those Items.

8 CONFIDENTIALITY

- 8.1 Either party shall keep confidential any information received from the other party related to the Goods or the commercial relationship between the parties, always provided that the information received is not already provably known to the public.
- 8.2 Confidential information shall for the avoidance of doubt include all drawings, technical documents or other technical information relating to the Goods, the production hereof and/or the Buyer, submitted by the Buyer to the Supplier, prior or subsequent to an order. Such information or material shall remain the property of the Buyer and may not, without the written consent of the Buyer, otherwise be used for any other purpose than for which they were provided, including be copied, reproduced, transmitted or communicated to a third party.

9 RULES AND REQUIREMENTS

- 9.1 The Supplier shall assure, and at all times be responsible for, the Goods' compliance with applicable legislation, including all European orders and directives, issued by the legislative assembly of the European Union, as well as any national requirements imposed by the national implementation of said directives. Furthermore, the Supplier shall provide all documentation required by law, including documentation that is legally required for obligations applicable to the Buyer. This information includes, but is not limited to, information pursuant to European Union Deforestation Regulation (EUDR), Corporate Sustainability Reporting Directive (CSRD), Corporate Sustainability Due Diligence Directive (CSDDD), Carbon Border Adjustment Mechanism (CBAM) and similar regulation as well as any voluntary standards applied by the Buyer. The information must be provided in a timely manner in compliance with the legal obligation of the Buyer.

- 9.2 The Supplier agrees to comply with the Kingspan Group Code of Conduct as available on <https://www.kingspangroup.com/en/about/culture/code-of-conduct/>, as well as the Troldekt Supplier Policy, in its most current version, as available on: www.troldekt.com/suppliers. The Buyer will monitor the operations of the Supplier, to the extent permissible under applicable legislation, to assess and ensure its compliance with the Troldekt Supplier Policy. The Supplier shall at any time freely submit to announced and unannounced audits. The Supplier is required to provide physical access to any auditor from the Buyer or assigned by the Buyer. This obligation entails unhindered access to all facilities, records, and where provided by the Supplier, housing, as well as employees for confidential interviews. The frequency and intensity of audits will depend on - and shall be appropriate to - the scale and intensity of the Supplier's operations.

10 FORCE MAJEURE

- 10.1 Either party shall be entitled to suspend performance of its obligations under a confirmed purchase order to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: fire, war (whether declared or not), military mobilization, insurrection, requisition, seizure, embargo, epidemics, restrictions in the use of power, any industrial dispute and any defects or delays in deliveries by sub-contractor caused by any such circumstances referred to in this clause and any other circumstances that are beyond the parties' control and which affect the parties' possibilities to fulfil the confirmed purchase order (hereinafter "Force Majeure"). The freedom from responsibility will last as long as Force Majeure lasts.
- 10.2 Any circumstance referred to in this clause whether occurring prior to or after the confirmation of a purchase order shall give a right to suspension only if its effect on the performance of the confirmed purchase order could not be foreseen at the time of the confirmation of the purchase order in question.
- 10.3 A party claiming to be affected by Force Majeure shall forthwith notify the other party in writing on the intervention and on the cessation of any such circumstance.
- 10.4 Regardless of what might otherwise follow from these Conditions, either party shall be entitled to terminate delivery according to the confirmed purchase order, by notice in writing to the other party if performance has been suspended for more than eight (8) weeks.

11 LAW AND VENUE

- 11.1 Any and all disputes between the parties shall, without reference to its conflicts of law principles, be governed by the legislation of the country of the Buyer indicated on the order confirmation of the delivery giving rise to the dispute in question. The parties explicitly agree to exclude the United Nations Convention on Contracts for the International Sale of Goods.
- 11.2 The exclusive place of jurisdiction shall be the place where the Buyer indicated on the order confirmation, has its registered office. However, the Buyer shall also have recourse to the court located in the place where the Supplier has its registered office or domicile.