

Sintex A/S

Standard Terms Of Purchase.

1. Definitions.

- 1.1 "Sintex" Shall mean Sintex A/S, Hobro Denmark.
- 1.2 "Supplier" shall mean contractual partner with whom Sintex has placed an order.
- 1.3 "Goods" shall mean all supplies (e.g., raw material, components or finish in-sourced products) supplied to Sintex.

2. Standard Terms.

- 2.1 The supplier undertakes to deliver, and Sintex agrees to take delivery of the Goods specified according to the conditions laid down in these terms.
- 2.2 All changes to these standard terms must be made in writing and signed by both parties.
- 2.3 Sintex standard terms will take precedence to any general terms from supplier, even if reference is made to such terms in the order confirmation, unless supplier specific, in writing, and agreed by Sintex, points out the term(s) in question.
- 2.4 The Supplier is obligated to return an order acknowledgement within 24 hours from receiving the order, or else Sintex is free to cancel the order.

3. Ethical Behavior.

- 3.1 The Supplier shall – within its sphere of influence – respect and support the UN Global Compact, including among others the set of core values and principles in the human rights, labour standards, the environment and anti-corruption. The Supplier will ensure that its sub-suppliers follow the same set of rules.
- 3.2 Supplier hereby undertakes that itself, its directors, officers or employees have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the Purchase Agreement, and that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so. Supplier shall not and will not make any undisclosed payment of commissions, of money, substantial gifts, services, dining, entertainment and travels or other similar gratuities or benefits to any employee of Sintex or a Sintex employee's family.

4. Quality.

- 4.1 It is the Suppliers responsibility that the Goods fulfill the required specifications and quality.
- 4.2 If the goods deviate from the agreed quality requirements and specifications, Sintex shall have the right to return to the supplier the relevant Goods at the Supplier's expense. In such cases the Supplier is obligated to issue a credit note in the exact amount of the value of the returned Goods.

5. Terms And Time Of delivery.

- 5.1 Unless otherwise agreed, the Goods shall be delivered DDP (Delivered Duty - Paid Inco Terms 2020) Hobro, Denmark.
- 5.2 The supplier must strictly observe the time of delivery stated by Sintex in the Purchase order, and shall clearly state in the order conformation, that the dated is acknowledged and accepted.

- 5.3 If the Supplier finds that it is not possible to deliver the Goods to the agreed time of delivery or other non-performance of the order seems likely, the Supplier shall immediately notify Sintex hereof in writing, stating the reason for the delay, and the new time to can the Goods can be delivered.
- 5.4 If best for Sintex, Sintex is free to cancel the order without any further notice, or else:
- 5.4.1 Supplier shall bear all additional cost in connection with special transport, due to the delay.
- 5.4.2 Sintex is free to do a replacement purchase and claim the Supplier the difference between agreed price and the price of the replacement purchase.
- 5.5 Upon delivery the Goods must be clearly marked with a delivery note containing Date, description of Goods, quantity, Sintex part no. and Sintex PO no.
- 6. Liquidated Damages.**
Sintex is entitled to claim liquidated damages if the time of delivery is not kept. The liquidated damages amount to two (2) percent a week entered into, of the total value of the orders in question, however maximum ten (10) percent. Minimum liquidated damages to be paid are 1,000 Euro. All extra costs in connection with special transport because of delays or caused by Supplier's non-fulfillment of the agreed specification are to be paid by Supplier. If delivery is not made in accordance with the agreed specifications, delivery is not deemed to have taken place before Supplier has delivered as specified. Sintex is entitled to cancel any delivery and obligations in relation to any Goods in delay of delivery.
- 7. Terms Of Payments.**
- 7.1 Payment terms is minimum 30 days net. from the receipt of valid and adequate invoice. The Supplier may not invoice Sintex before completion of delivery.
- 7.2 Valid and adequate invoice must contain:
- Sintex PO no.
 - Initials of Sintex order placer.
 - Suppliers name, vat no. and name of responsible person.
 - Description of delivered Goods.
 - Delivery time and place.
 - Invoice date and amount with and without tax.
- 8. Warranty.**
- 8.1 Supplier guarantees Sintex that the Goods will meet the promised specification and quality demands. Unless quality demands are specified on Sintex PO the standard terms of Danish purchase law are in place.
- 8.2 Warranty will run for 24 months, counted from date of delivery.
- 9. Force Majeure.**
- 9.1 Either party shall be entitled to suspend performance of the said party's obligations to the extent that such performance is impeded by an impediment beyond reasonable control of the party.
- 9.2 If Force majeure occurs, the affected party must inform the other party, immediately in writing, with reason(s) and consequences – With no regards to which party is affected, Sintex has the right to, with no prior notice and penalties, to cancel the order.
- 10. Product liability.**
- 10.1 Parties agree that the product liability shall not be shifted in any way as each party takes full responsibility for its own products. In the event of a product liability lawsuit either party shall be obligated to let himself be summoned to the court or arbitration

tribunal which examines claims against the other party, where the claim is based on damage alleged to have been caused by the Goods. The liability between the parties shall be settled by arbitration in accordance with Article 14, and according to the laws referred to by the plaintiff in the original lawsuit.

- 10.2 The Supplier is obligated to, by request, send to Sintex a Certificate of his Product Liability Insurance certifying coverage of at least EURO 1,000,000. The Certificate of Insurance is to be issued and signed by the Supplier's Insurance Company.

11. Confidentiality.

The parties have agreed that during the period in which they commerce and afterwards, any technical, commercial or other information and/or knowledge concerning the parties and/or activities of the parties, which has come into the other party's possession, whether received directly, in writing, orally or via receipt of product samples or parts hereof or acquired during visits, etc., shall be handled with strict confidentiality by both parties.

12. Intellectual Property Rights.

- 12.1 The Supplier warrants that the Goods, supplied to Sintex hereunder, do not infringe any patents of any third party right. The Supplier shall indemnify and hold Sintex, as well as Sintex's distributors, customers and end-users, harmless from any claim arising out of infringement or alleged infringement, direct or indirect, of any patent right of anybody by reason of the sale or use of the Goods.

- 12.2 The Supplier hereby grants Sintex a worldwide, irrevocable, time unlimited license to utilize, exploit and further develop on the basis of, all documents including drawings, specifications, animations, prototypes etc. developed by the Supplier in relation to delivery of Goods to Sintex where the documents has been developed as part of the Suppliers obligation towards Sintex, hereunder but not limited to documents related to the Suppliers development of tools, molds or components for use in the production of Goods to Sintex. The license shall not include documents which the Supplier has developed prior to entering into cooperation with Sintex or independently of the supply to Sintex.

13. Miscellaneous.

- 13.1 Any waiver by either party of a breach of any provision of this Standard Terms of Purchase shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof.
- 13.2 All press releases and, to the extent feasible, other publicity concerning the business relationship between Sintex and the Supplier shall be planned and approved in advance between the parties hereto. No party shall issue any press release concerning the business between the parties without the prior consent of the other party.
- 13.3 A party in breach of this agreement ("Breaching Party") shall defend, indemnify and hold harmless, and keep indemnified and held harmless, the other party ("Non-breaching Party") from and against any and all costs, claims and losses (including reasonable legal costs) the Non-breaching Party suffers, incurs or becomes liable for as a result of a breach of any obligation, warranty or undertaking made by the Breaching Party under this Agreement.

14. Applicable Law And Venue.

- 14.1 This Standard Terms of Purchase and all other terms agreed between the parties shall be governed by and construed in accordance with Danish law.
- 14.2 Any dispute or claim arising out of or in connection with this Standard Terms of Purchase or the business relationship between the parties, or the breach, termination or

invalidity thereof which the parties have been unable to settle amicably shall be settled by arbitration in accordance with the Rules of Procedure of the Danish Institute of Arbitration (Danish Arbitration). The arbitration tribunal shall be composed of 3 arbitrators. The Institute in accordance with the said Rules shall appoint all members of the arbitration tribunal. The place of arbitration shall be Copenhagen. The language of the arbitration shall be Danish for domestic and English for foreign Suppliers.

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