

Standard Procurement Terms and Conditions, version 4.0, 20 April 2021.

Definitions

Acceptance Test Test process and terms that result in approval of Deliverable(s).

Procurement Terms and Conditions These Standard Procurement Terms and Conditions, version 4.0, 20 April 2021.

DTU Danmarks Tekniske Universitet/Technical University of Denmark, Anker Engelunds Vej 1, Building 101A, DK-2800 Kongens Lyngby, CVR no. 30 06 09 46

Procurement Order An order for an Product and/or Service generated via DTU's e-commerce system.

Supplier The company or business that supplies Products and/or Services to DTU in accordance with these Procurement Terms and Conditions.

Deliverables Delivery of Products and/or Services from the Supplier to DTU.

Order Confirmation The Supplier's written or electronic confirmation regarding the delivery of Products and/or Services to DTU.

Party/Parties DTU and the Supplier – collectively the Parties.

Products The physical product(s) further described and specified in a Procurement Order and/or in an Order Confirmation.

Services The service(s) further described and specified in a Procurement Order and/or in an Order Confirmation.

1. Validity and acceptance

Unless otherwise specified in the Procurement Order or otherwise agreed in writing between DTU and the Supplier, these Standard Procurement Terms and Conditions will apply to the Deliverable(s) in question.

By issuing an Order Confirmation and executing a given Procurement Order, the Supplier accepts and endorses these Procurement Terms and Conditions, see, however, above.

Order and/or receipt of Products and/or Services can never be equated with implicit acceptance by DTU of the Supplier's terms of sale and delivery or other standard terms and conditions.

2. Delivery

Delivery of Products will be made DDP (Incoterms 2020). The delivery address, date, and time will be

stated in the Procurement Order and/or Order Confirmation. The Supplier is obliged to obtain this information.

If it appears from the Procurement Order that delivery is not regarded as having been duly made until DTU has approved the Deliverable, including having approved the result of an Acceptance Test or the like in writing, the date of such approval will be regarded as the date on which DTU has taken over the Deliverable in full, in part, or conditionally.

All consignments of Products, including consumer goods and technical equipment, must be accompanied by a consignment note stating product designation, quantity, unit designation, the Supplier's product code, DTU's order number, the consignee's name, and place of delivery. The EAN number is also stated, see clause 6 ('Invoicing') below.

The provision of Services must be made at the address specified by DTU on the date and at the time or during the period specified as the delivery time in the Procurement Order.

If the description of the Services entails that the Supplier must deliver one or more results, the Services will, however, only be regarded as having been provided at the time at which DTU has approved these results in writing.

The provision of Services must be accompanied by a timesheet/work sheet specifying the hours used and mileage, etc.

If the Deliverable is described in one or more delivery documents prepared by DTU and/or the Supplier, this/these will form an integral part of the Parties' overall contractual basis in relation to the Deliverable.

Relevant documentation (e.g. certifications, approvals, etc.) must accompany all Deliverables unless otherwise agreed in writing.

Documentation must be professionally prepared in Danish or English and generally meet the highest documentation standards for deliverables in the same category as the Deliverables in question.

If DTU orders Deliverables based on material prepared by the Supplier, including the Supplier's product catalogue, technical product descriptions attached to a quotation or available from the Supplier, its suppliers, etc., DTU is entitled to assume that the Deliverables have the same usual quality level, unless it has been clearly specified to DTU that this is not the case.

3. Warranty, complaints, and obligation to remedy defects, etc.

The Supplier guarantees and warrants that the Deliverable meets the requirements specified in the Procurement Order, Order Confirmation, and/or delivery document for two (2) years from the time of delivery.

During the warranty period or complaints period—or the period that may be agreed between the Parties—the Supplier must provide remedial action or replacement delivery free of charge if the Supplier delivers a faulty and/or defective Product and/or Service.

The Supplier is obliged to commence remedial action or replacement delivery—at the Supplier's own choice—immediately after DTU's complaint has been received by the Supplier.

DTU will notify the Supplier without undue delay when DTU regards remedial action as futile or replacement delivery as not having been duly made. Upon receipt of this notification, the Supplier is obliged to make replacement delivery immediately.

The Supplier's remedial action and replacement delivery obligation will remain in force until DTU has either approved the Deliverable or has been forced to terminate the procurement of the Product and/or Service as a result of material breach, see clause 8 ('The Supplier's breach of contract').

The Supplier must pay all costs connected with remedial action or replacement delivery.

If the Supplier fails to meet its obligations in connection with remedial action or replacement delivery despite DTU's submission of written notification with a request for such measures, DTU is entitled—following prior or concurrent notification—to have the necessary work performed by a third party or to make replacement procurement for the Supplier's account and risk.

4. Price

All prices are stated in Danish kroner (DKK), including all applicable taxes, customs duties and fees, but excluding VAT.

All prices are fixed during the delivery period, unless otherwise expressly agreed. If a special price and/or exchange rate adjustment has been agreed, the Supplier is obliged to provide satisfactory documentation for this.

Unless otherwise agreed, the prices cover all costs connected with the Deliverable, including delivery, service, repair, support, etc.

5. Terms of payment

All DTU's employees must provide contact details as part of the Procurement Order. The Supplier is obliged to obtain this information. If the information is incomplete, the invoice will not reach the right recipient, and the payment risks being delayed.

The due payment date is thirty (30) calendar days from the Supplier's sending of the correct electronic invoice, see clause 6 ('Invoicing') below.

The Supplier is not entitled to payment for Deliverables before these have been duly made, including approved by DTU. DTU may choose to approve a Deliverable in full, in part, or conditionally. Examples of conditional approval are approval with reservations or subject to supplementary Deliverables, remedial action and/or replacement delivery, etc.

The Supplier may invoice DTU at the earliest on the date of DTU's final approval of the Deliverable.

If it must be assumed by DTU that a Deliverable has only been delivered partially or can only be partially

commissioned, DTU is entitled to withhold all or a proportionate part of the payments.

On request, DTU must notify the Supplier of the extent to which partial acceptance—or partial commissioning—is possible and of the extent to which the Supplier is entitled to invoice DTU in this connection.

If a Deliverable is used in the day-to-day operations at DTU and the degree of use exceeds 50%, DTU is obliged to pay a reasonable share of the price of the Deliverable that the commissioning concerns. A reasonable payment is decided solely by DTU, including based on the utility value that DTU has from using the relevant part of the Deliverable.

6. Invoicing

Format

Invoices must be sent to DTU electronically in OIOUBL format, see Executive Order No. 354 of 26 March 2010 on Information in, and Transport of, OIOUBL Electronic Invoices for Electronic Settlement with Public Authorities, see Danish Consolidated Act No. 798 of 28 June 2007 on Public Payments (*Bekendtgørelse om lov om offentlige betalinger m.v.*).

Paper invoices will not be processed and paid.

Electronic invoicing in OIOUBL format does not apply to foreign, Greenland, and Faroese suppliers. If the Supplier has a Danish CVR no., the Supplier is, however, covered by the legislation in force at any given time.

If the Supplier's circumstances mean that DTU is unable to pay by electronic transfer, DTU cannot be held liable for non-payment resulting in default interest and/or remedies for breach of contract.

Bookkeeping

DTU's Office of Finance and Accounting's Project Accounting Center supports DTU's departments and offices—with the exception of Campus Service, which is supported by its own administration—in all matters concerning bookkeeping, including:

- Entry and approval of invoices/credit notes
- Reminders and payments
- Times of payment
- Statements of account, etc.

A credit note must always specify which invoice number it settles in full or in part.

EAN number

All enquiries concerning bookkeeping records, including invoices, credit notes, reminders, statements of account, order confirmations, etc., must contain an EAN number.

The Supplier may calculate and distribute vouchers per debtor/customer no. if this produces a voucher distribution per EAN number.

Enquiries must be sent by email to the contact on the EAN number. The list of contacts per EAN number can be found on DTU's website (<http://www.dtu.dk/om-dtu/kontakt-og-besoeg/for-leverandoerer/samhandel-med-dtu#ean-numre>).

All questions concerning delivery, back orders, EAN numbers, delivery addresses, and outstanding credit notes must be directed to the ordering party in question.

Contents

Invoices must contain all the information listed below and the subject field of the email must be marked with [Supplier name](#), [invoice number](#) and [scan](#).

A correct and adequate electronic invoice (irrespective of format) contains the following information as a minimum:

- EAN location number—DTU's ordering unit's room
- Personal reference—The ordering party's email address
- Order number—If provided by DTU's ordering unit or if automatically generated in an e-order
- Payment details—as described below
- Delivery address
- Product and service numbers
- Explanatory descriptions, gross and net prices, as well as discounts
- Statement of Services provided, broken down on persons, number of hours used, and hourly rates
- Contact at the Supplier

In addition, invoices with payment to a foreign bank must contain the following payment details:

- Account holder
- Address of account holder
- Bank name
- Account number
- SWIFT (e.g. MIDLGB22)
- IBAN
- ABA/Routing number/SWIFT (to the USA)
- Transit + Branch (Canada)
- BSB code (Australia)
- Currency

Currency

DTU can pay in the following currencies, but always sends DKK currency to Danish bank accounts: AUD-CAD-CHF-DKK-EUR-GBP-JPY-NOK-NZD-SEK-USD.

Foreign invoices

Foreign, Greenland and Faroese Suppliers must send invoices in PDF format to kreditor@adm.dtu.dk. Each invoice must be sent with sub-appendices, if any, in a PDF file, and several invoices (PDF files) may be sent in the same email.

7. Security

As a public educational institution (public authority/body governed by public law), DTU cannot legally agree to make prepayments unless the Supplier has provided a full and irrevocable bank guarantee on demand terms for the full amount that the prepayment concerns.

DTU will release the security immediately after approved Deliverable.

8. The Supplier's breach of contract

Delay

There is delay when the agreed time of delivery or an agreed milestone—such as deadlines for installation, testing, etc.—has been exceeded.

Any delay is regarded as material.

If the Supplier can foresee a delay in delivery, the Supplier must notify DTU thereof immediately in writing, stating the reason for the delay, its expected duration, consequences, etc.

If delivery is not made on time, DTU may demand an agreed penalty unless the delay is due to DTU's circumstances or force majeure. The agreed penalty amounts to 0.5 per cent of the purchase price per commenced week of the delay for that part of the order which cannot be commissioned as intended or that has not yet been delivered. The total penalty for delay cannot exceed 12.5 per cent of the value of that part of the Deliverable which is delayed.

In addition to these terms, DTU has the remedies described below.

Faults and defects

The Supplier is liable for faults and defects in accordance with the general rules of Danish law.

The Supplier is obliged to take remedial action and make replacement delivery in accordance with the terms and conditions described in the above clause 3 ('Warranty, complaints, and obligation to remedy defects, etc.').

Remedial action or replacement delivery does not mean that DTU cannot claim damages.

In addition to these terms, DTU has the remedies described below.

DTU's remedies

As soon as it is regarded as excluded that the Supplier will be able to deliver on time, DTU may terminate the delayed Deliverable and claim damages.

DTU is entitled to reject a Deliverable and to terminate the purchase of the Deliverable and claim damages if DTU finds that the Deliverable has defects of a nature that makes remedial action difficult or problematic, including timewise.

As part of the termination of the purchase of the Deliverable, DTU is entitled to make covering purchases for the Supplier's account and risk.

9. DTU's breach

Receipt

If DTU is unable to take delivery of the Deliverable in full or in part at the agreed time of delivery, DTU will bear all documented expenses and risks connected with this. This also requires DTU's prior approval.

DTU must notify the Supplier of the delay in writing as soon as it is regarded as impossible for DTU to be able

to receive the Deliverable at the agreed time. A new delivery date must then be agreed without delay.

Payments

If DTU does not pay the purchase price or parts thereof on time, interest may accrue from the due date in accordance with the Danish Interest on Overdue Payments Act (*Renteloven*).

10. Changes

Both DTU and the Supplier may propose changes to the Deliverable.

Requests for changes must be prepared and confirmed in writing. All requests for changes must comprise an overview of the consequences to the Deliverable, including in relation to time, quality, and price.

The Supplier will not receive a fee for the Supplier's preparation of requests for changes, unless this has been agreed in writing.

DTU has a right of access to the technical and pricing basis for the Supplier's requests for changes.

Any change must be agreed in writing and be accepted by both Parties.

11. Liability and limitations of liability

Product liability

The Supplier is liable for personal injury, damage to property, or other damage caused by the Product and/or Services in accordance with the rules on product liability.

If a third party claims product liability against the Supplier, DTU must notify the Supplier thereof without undue delay.

The Supplier is obliged to accept that legal proceedings are instituted against the Supplier at the court or arbitration tribunal that hears claims for damages brought against DTU on the basis of injury or damage allegedly caused by the Deliverable.

To the extent that DTU may incur product liability for a Deliverable under Danish or foreign law, the Supplier is obliged to indemnify DTU for any claim, including legal costs.

Liability for damages

The Parties are liable in damages under the general rules of Danish law.

However, neither Party is liable for any business interruption loss, consequential damage or other indirect loss, except where the Party has shown gross negligence or acted with intent.

DTU's total liability for damages cannot exceed DKK 100,000.00.

12. Insurance

The Supplier must take out general commercial and product liability insurance on standard terms and

conditions to cover the Supplier's liability in connection with the Deliverable.

A valid policy must be presented to DTU on request.

13. Rights

The Supplier guarantees that the Deliverables do not infringe any rights of other parties, including property rights, patents, and copyrights.

The Supplier is obliged to indemnify DTU for any claim, including legal costs, that may be brought against DTU as a result of any infringements.

All DTU's rights, including the title and all intellectual property rights to all of DTU's material, including documentation, drawings, designs, patterns, specifications, tools, models, as well as other data, and tools, will remain with DTU, regardless of whether such material has been handed over by DTU to the Supplier and/or sub-suppliers.

The Supplier or its sub-supplier(s) is/are not entitled to use, copy, disclose, etc. DTU's material, including documentation, for purposes other than performance of the Deliverable.

At DTU's request, any material, including documentation provided by DTU, must be destroyed immediately or without undue delay by the Supplier or be returned to DTU without undue delay.

All rights, including the title and all intellectual property rights to all material, including documentation, drawings, designs, patterns, specifications, tools, models, as well as other data, and tools prepared and/or produced by the Supplier for DTU, will accrue to DTU.

If the Supplier uses sub-suppliers, the Supplier must ensure that DTU has the same rights as if the Supplier had not used sub-suppliers.

14. Force majeure

Neither the Supplier nor DTU will incur liability towards the other Party in the event of a force majeure situation making delivery impossible. Force majeure means extraordinary circumstances/events which are beyond the relevant Party's control and which the Party could not or should not have taken into consideration nor could or should reasonably have avoided or overcome, including—but not limited to—war, terrorism, unusual natural events, fire, strikes, lockouts, or import or export bans.

A sub-supplier's circumstances will only be regarded as force majeure if these are circumstances that the Supplier could not or should not reasonably have avoided or overcome.

Any delay caused by force majeure may only postpone the delay by no more than the number of Working Days corresponding to the duration of the force majeure situation.

In the event of delay, the delayed Party must immediately take effective steps to overcome the delay or mitigate its effect. At the same time, the other Party must be notified of the cause and expected duration of the delay, and satisfactory documentation therefor must be submitted. Each Party must pay its own expenses/bear its own losses resulting from a force majeure event.

Each Party may terminate any outstanding Procurement

Order in full or in part if it is regarded as excluded that the Supplier can make delivery at the agreed time or that there are reasonable prospects thereof due to force majeure lasting more than 30 days.

15. Assignment and subsuppliers

The Supplier may only put another party in the Supplier's place in full or in part, including use subsuppliers, with DTU's written consent.

The Supplier is entitled to use subsuppliers stated at the time of the conclusion of the agreement, but the Supplier will have full liability for the correct performance of the Deliverable, which includes that the Supplier guarantees the subsupplier's deliverables in the same way as the Supplier's own Deliverables.

If the Supplier wishes to change subsuppliers for a specific Deliverable, this will require prior written approval by DTU. DTU cannot refuse such approval without good reason.

The Supplier cannot discount or assign the Supplier's outstanding account to a third party in full or in part.

DTU may, without the Supplier's consent, assign its rights and obligations under these Procurement Terms and Conditions to another public authority or body governed by public law or the like which performs similar tasks to those of DTU.

Any other assignment must be approved by the Supplier, which cannot, however, refuse approval without good reason.

17. Statistics on Deliverables

At DTU's request, the Supplier must provide statistics on DTU's procurement history. Statistics must be sent electronically in a format compatible with MS Excel to the DTU's designated representatives.

As a minimum, statistics must contain information on procurement history broken down by:

- Quantity (unit information)
- Product numbers
- Product names
- Services
- Prices
- Delivery addresses
- Invoice number
- Date
- UNSPSC codes
- EAN numbers
- Ordering parties
- Delivery dates

At DTU's request, DTU must also be able to obtain information on the number of repairs, redeliveries and replacement deliveries made for the Deliverable(s).

18. Duty of confidentiality

The Supplier, its staff, and any subsuppliers, and their staff have a duty of absolute confidentiality regarding information about the affairs of DTU or

other parties of which they acquire knowledge in connection with the performance of the agreed Deliverable.

19. Publication, marketing, and references

The Supplier may only publish statements containing information about or relating to DTU following prior written agreement with DTU.

The Supplier may only use DTU and/or DTU's logo, including in a marketing context, by prior written agreement with DTU.

The Supplier may, however, include DTU in its list of references for use in the Supplier's participation in any tendering procedures for public authorities or private enterprises to an ordinary extent without obtaining DTU's consent.

20. Regulatory requirements, standards, and safety requirements

The Supplier and the Supplier's Deliverables must comply with the Danish legislation in force at any given time, including current Danish regulatory requirements, for as long as the Procurement Terms and Conditions are applicable between the Parties.

Equipment and appliances must be supplied as approved and labelled according to the necessary national and international standards to a sufficient extent for DTU to achieve the use described by DTU, or which DTU has required that the appliances and equipment in question must comply with.

Appliances and equipment must comply with the safety requirements laid down by the legislation and the authorities and must be labelled accordingly.

Any violations of these provisions will be regarded as a material breach of contract entitling DTU to terminate the purchase of the Deliverable.

DTU must be notified immediately of the consequences to the Deliverable to DTU following from matters covered by this clause.

21. Social responsibility and sustainability

The Supplier must show social responsibility and create value for both business and society by addressing social, environmental, financial, and economic challenges in accordance with internationally recognized principles and in a dialogue with its stakeholders. This means that the Supplier must respect basic requirements for human rights, labour rights, anti-corruption and the environment.

Labour rights

Social responsibility entails—among other obligations—that neither the Supplier nor any subsuppliers used by the Supplier may use child and adult labour in contravention of existing conventions. DTU reserves the right to require documentation for this if DTU has any reasoned suspicion of violation thereof.

The Supplier must ensure that the performance of the Deliverable is in accordance with internationally recognized labour standards. Pursuant to ILO Convention No 94 on Labour Clauses (Public Contracts), DTU wishes to make sure that the Supplier

and any subsuppliers ensuring the workers concerned of wages, including special allowances, hours of work and other conditions of labour which are not less favourable than those established—in a collective agreement, arbitration award, national laws or administrative regulations—for work of the same character in the trade or industry concerned in the district where the work is carried on.

The Supplier is obliged to ensure employees who are engaged in the performance of the assignment of terms of pay and employment that are in accordance with the above.

In the Supplier's performance of the Deliverable, the Supplier is thus obliged to ensure compliance with basic labour rights, including the prohibition of child labour and forced labour laid down in principles 3, 4, 5, and 6 of the UN Global Compact.

Environment

In the Supplier's performance of the Deliverable, the Supplier is obliged to contribute to protecting nature and the environment, so that the social development can take place on a sustainable basis, with due respect for human living conditions and the preservation of flora and fauna. This entails in particular that—in the production and delivery of the Products/Services in question—the Supplier must seek effectively:

- To prevent and combat pollution of air, water, soil and underground, as well as vibration and noise nuisances.
- To use hygienically well-founded processes of importance to the environment and to humans.
- To limit the use and waste of raw materials and other resources, to promote the use of cleaner technology.
- To promote recycling and reduce waste disposal problems. In this connection, importance is attached to what is achievable using the best available technology, including less polluting raw materials, processes and installations, and the best possible anti-pollution measures.

The Supplier is thus obliged to contribute to the protection of nature and environment in the performance of the Deliverable, as laid down in principles 7, 8, and 9 of the UN Global Compact.

Anti-corruption

In the performance of the Deliverable, the Supplier is obliged to refrain from bribing or otherwise unlawfully influencing public officials, courts and/or private parties.

The Supplier is thus obliged to contribute to refrain from all forms of corruption in the performance of the Deliverable, as laid down in principles 10 of the UN Global Compact.

Documentation

DTU may at any time request relevant documentation that the employees' pay and working conditions are in compliance with the above labour clause.

DTU may demand that—within a reasonable deadline and following a written demand for this—the Supplier must obtain relevant documentation such as payslips and timesheets, payroll accounts, and employment contracts from both its own employees and any subsuppliers' employees.

The Supplier must comply with the documentation requirements in general at any given time and no later than 30 days from DTU's written request for this.

In the Supplier's declaration, the Supplier may declare that—in the performance of the Deliverable—the Supplier continuously ensures compliance with the above requirements for human rights, labour rights, the environment, anti-corruption and necessary due diligence.

If a specific reasonable suspicion arises that the Supplier's performance of the Deliverable violates the above requirements, the Supplier must immediately—at DTU's request—submit a written statement containing the following items:

- Rejection or confirmation of the specific reasonable suspicion.
- An account of the circumstances in question and—on confirmation of the suspicion—an action plan for how to remedy the situation, including the measures that the Supplier will take to remedy the matter, including to minimize the risk of the occurrence of similar situations.

Sanctions

The Supplier's breach of these provisions will be regarded as material breach, unless they concern minor circumstances or incidents.

22. Disputes, governing law, and proper venue

These Procurement Terms and Conditions are governed by Danish law. However, Danish international rules in private law and the United Nations Convention on Contracts for the International Sale of Goods (CISG) are not applicable.

Any dispute which arises between the Parties and which cannot be resolved amicably must be brought before Lyngby City Court.