



**GENERAL TERMS AND CONDITIONS
OF PURCHASE FOR DELIVERIES TO
AUTRONICA FIRE AND SECURITY A/S**

Document ID: **300-014E**

Revision no.: **001**

Revision date: **16.10.2017**

1. General

These Terms and Conditions apply to all deliveries to Autronica Fire and Security A/S, unless otherwise agreed in writing. The General Terms and Conditions of Purchase rank before other contracts and documents previously provided in conjunction with this contract and previous contracts, including any general sales terms and conditions of the Supplier.

Any matters that are not covered by these Terms and Conditions will be subject to "NL-09, General Conditions for the Supply of Machinery and other Mechanical, Electrical and Electronic Equipment" in Denmark, Finland, Norway and Sweden. For other countries, Orgalime S 2012 will apply.

These Terms and Conditions may only be changed if this is jointly agreed in writing by the Parties, and this is part of the Parties' framework agreement.

2. Definitions

Customer: Autronica Fire and Security A/S

Supplier: Company or person that is the customer's contractual party in accordance with the order.

Parties: Customer and Supplier.

Contract: This document including appendices.

Purchase order in the form of an "MF document" or "OP document": order from the Customer to the Supplier with appurtenant specifications.

Goods: Materials, equipment, documentation and other goods to be delivered by the Supplier to the Customer in accordance with a purchase order.

3. Quotations

Quotations are prepared free of charge. Any deviations from requests must be explicitly specified.

The Customer is entitled to approve any part of quotations or reject all of them if the Supplier does not clearly set limitations in its quotation.

4. Prices

Unless otherwise agreed, the stated price is undertaken to be FCA specified place of delivery (INCOTERMS®2010), including packaging, applicable customs, taxes and other fees, etc. in the produced country, transit country and Denmark, but excluding Danish VAT applicable on the contract date.

All prices are fixed. Fixed price means that the Customer does not accept currency clauses, index-linked adjustment of prices, or other types of adjustment.

The Customer does not accept any invoicing fees, handling charges, packaging fees, brand fees or other fees in addition to the price.

5. Ordering and order confirmation

Only written orders are binding on the Customer, and this also includes orders placed by e-mail.

An order confirmation must be sent to the Customer no later than two business days after the order date, by e-mail

to purchase@autronicafire.dk

The Supplier must confirm the delivery date in accordance with the current Incoterms.

Otherwise the Customer will reserve the right to cancel the order.

The order confirmation must include the following information:

The Customer's purchase order number, line number, item number and description, and the Supplier's item number, number, price and confirmed delivery date.

If the order confirmation is not received before the deadline, this will be considered to be the Supplier's acceptance of the delivery times specified in the Customer's Purchase Order/OP, and the terms for the liquidated damages on delayed delivery, or compensation for losses as a consequence of delayed delivery, will apply.

6. Payment terms

Unless otherwise agreed, payment will take place as free months +60 days after receipt of a correct invoice, provided that the Supplier's obligations in accordance with the order are fulfilled and complete and final delivery has taken place.

If the Supplier delivers earlier than agreed, the payment terms will be calculated as from the agreed date of delivery.

All invoices must carry the Customer's Purchase Order number which is specified on the order.

To be sent to: invoice@autronicafire.dk

On any delayed payment, interest will be charged in accordance with the Danish Interest Act (Renteloven).

For any advance payment, the Supplier must provide a bank guarantee for the advance amount.

7. Documents of origin/Customs invoices

For all commercial goods delivered to the Customer, details of County of Origin and Customs Tariff Number are required.

8. Terms of delivery

Delivery will take place FCA specified place of delivery (INCOTERMS®2010).

The Supplier must deliver in accordance with the delivery method specified on the Purchase Order.

The delivery must be responsibly packaged and labelled, and the cover slip or package slip must accompany the delivery, with the following details:

- Supplier's name
- Customer's Purchase Order/OP no.
- Customer's item number
- Number of packages
- Date of dispatch
- Correct item name
- Dispatch method/carrier
- Dispatcher's signature
- The gross weight must be stated on all

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- dispatches and package slips.
- Any special additions concerning the delivery based on the specifications made in the order.

If certificates/documentation are specified in the order, these must be delivered with the goods. Where certificates/documentation are considered to be part of the delivery, the invoice will not be paid before this has been received by the Customer.

Delivery must take place at the agreed time. The Supplier will not be considered to have fulfilled its obligations until all item lines in accordance with the order have been delivered in full. Partial deliveries are not accepted and may not be considered to be partial fulfilment of the Supplier's delivery obligations, unless this has been agreed in writing in advance.

The Supplier will be obliged to inform the Customer immediately in writing if there is reason to assume that the agreed delivery time cannot be observed. The notification must state the reason for the delay, and the extent of the delay. The Supplier will also be obliged to notify which initiatives will be taken to reduce the delay. The Supplier is liable for any direct and indirect losses suffered by the Customer, to the extent that these could have been avoided if the Supplier had made this notification in due time.

If the delivery is delayed, the Customer may require liquidated damages of 0.35% per calendar day of the total order amount, subject to a ceiling of 15% of this amount, or require compensation for the direct loss.

If the Supplier or any party for which it is responsible has shown negligence and thereby holds indemnification liability, instead of daily penalties the Customer may require compensation for both the direct and indirect loss incurred as a consequence of the delay.

If the delivery is, or can be assumed to be, delayed and the delay is of material significance to the Customer, the Customer will be entitled to cancel the order, free of charge.

If the delay caused by the Supplier exceeds one week beyond the confirmed delivery date, the Customer will be entitled to cancel the order at no cost to the Customer. In such case, the Customer must state the consequences of the delay (the Customer's customer has cancelled due to the delay, alternatives have been acquired to maintain the delivery time from the Customer, etc.)

The Supplier will be obliged to ensure that the delay and any adverse effects thereof are reduced as much as possible. If the Supplier invokes Force Majeure, satisfactory documentation must be presented to the Customer.

9. Changes

The Customer will be entitled to change delivery date, quantity, quality, functions and characteristics of the delivery, or parts thereof, up to two weeks before the agreed delivery date, provided that such changes do not exceed what the parties could reasonably expect when the purchase order was sent from the Customer.

The changes must be sent in writing or by e-mail by the Customer. Within 2 – two – business days the Supplier

must in writing confirm any effect on price, delivery date and technical solutions. All price adjustments must correspond to the pricing principles applied to the rest of the purchase order.

If the Supplier fails to give such notification before the deadline, the right to require adjustment of the price and/or delivery date will be lost. Change orders must be implemented immediately.

10. Cancellation

By written notice or via e-mail to the Supplier the Customer may cancel all or part of the delivery up to two weeks before the agreed delivery date.

After any such cancellation, the Customer must pay the Supplier for the work already delivered or performed, and cover the documented and necessary costs arising as a direct consequence of the cancellation.

For anything that has not been delivered, compensation will be made for any documented, accrued and necessary costs, provided that the Supplier does its utmost to keep these costs to a minimum.

The Supplier will not otherwise be entitled to any compensation due to such cancellation.

11. Breach

A defect will arise if the item delivered does not cover the purposes and/or include the functions and qualities according to the Purchase Order with appendices.

If all or parts of the deliveries are rejected by the Customer due to non-fulfilment of the specifications or special contract terms, the consignment will be deemed not to have been delivered. In such case, the provisions in the special contract terms concerning liquidated damages/compensation for production losses due to delayed or defective deliveries will apply.

12. Guarantee and complaints period

Assuming normal careful use by the Customer, at no extra cost the Supplier must rectify any defects, to ensure that the item delivered is in good operational condition. The guarantee will apply for 24 months as from the date of actual delivery.

If the item is intended to last for significantly longer than two years, any complaints concerning defects may be invoked for up to five – 5 – years.

The same guarantee and complaints deadline will apply on any supplementary delivery, or for the element(s) compensated/replaced.

The Customer must submit a complaint within a reasonable time after the defect is or should have been discovered.

No deadline for complaints will apply if the Supplier or any person for whom it is responsible has shown deliberate or gross negligence, or otherwise acted contrary to integrity and good faith.

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13. Configuration management

Products delivered in accordance with the Supplier's specification

If the product(s) covered by this contract are not based on a Customer's specification or specially made for the Customer, but is(are) part of the Supplier's "standard" product selection, the Supplier must inform the Customer of any changes in the product without delay. If changes in any way affect services, physical, electrical, logical or other interfaces, or the availability/MTBF of the product, the Customer must approve the change in writing before it is implemented for deliveries to the Customer.

If the product(s) covered by this contract is(are) in accordance with a Customer's specification, or developed by the Customer, the Supplier may at any time propose changes to the design, drawings or specification that it believes will result in more effective production, better services/availability and delivery time, and/or reduced costs. The Supplier may, however, in no way initiate changes before the Customer has approved these in writing.

14. Quality and control

The Supplier must have a satisfactory quality assurance and HSE system that is adapted to the nature of the purchase. Relevant system requirements based on ISO 9001 and ISO 14001 or equivalent must be observed.

The Customer or the Customer's customer will be entitled at all times to perform surveys and controls at the Supplier and/or any sub suppliers, to ensure that the delivery is performed in accordance with the agreed system requirements and otherwise in accordance with the order. The Supplier will be obliged to assist with the performance of any such control. The Customer may also require presentation of testing protocols, materials certificates and calculations.

The Supplier must ensure that all material used in production or processes fulfils the health, safety and environmental regulations applying in the production and sales country.

The Supplier must ensure that the delivery/products fulfil the requirements for Substances of Very High Concern. On the delivery of chemical substances and products, the Supplier will be responsible for ensuring that regulatory safety data sheets are duly registered/will be registered with the appropriate authorities, and will cover the costs of this.

If it is found at any time that the execution is defective or is not satisfactory in any other way, the Supplier will be obliged to immediately make the rectifications that are necessary or required by the Customer's inspector. Costs of rectification and inspection thereof will be paid by the Supplier. On request, it must be possible to document the Supplier's quality assurance system to the Customer or the Customer's customers.

The Customer will be entitled to perform quality audits at the Supplier and its suppliers.

If elements or products delivered in accordance with this contract do not fulfil the

requirements in the contract or specifications in relation to the contract, the Customer will be entitled to reject this material. If the specifications so permit, the Supplier may rectify the rejected material and submit it again for approval. It must be stated that this is rectified, previously rejected, material. Without consideration of the aforementioned, if the material is rejected, the Customer will be entitled to require newly produced material to be delivered to replace the rejected consignment.

15. Compliance with laws.

The Supplier must ensure that the requirements from the UTC Supplier Code of Conduct are observed.

At a minimum, the Supplier must maintain full compliance with all laws and regulations applicable to the operation of the Supplier's business and the Supplier's relationship with UTC.

The Supplier must conduct business in strict compliance with all applicable laws and regulations governing:

- (a) the export, re-export and retransfer of goods, technical data, software and services;
- (b) import of goods;
- (c) economic sanctions and embargoes;
- (d) U.S. antiboycott requirements

In addition hereto, the Supplier must take special care to comply with the rules that apply to contracting with the Danish government. If the Supplier is a party to a contract with the Danish government, they shall at all times follow the Danish government's rules for competing fairly, honor restrictions applying to Danish government employees (e.g., receipt of gifts and employment), deliver products and services that conform to specifications, laws and regulations, adhere to government accounting and pricing requirements, claim only allowable costs, ensure the accuracy of data submitted and comply with all other applicable Danish government requirements including all public procurement regulation.

In addition, the Supplier must relate to:

http://www.utc.com/Suppliers/Documents/Code_of_Conduct/English.pdf

16. Product specification

At the Customer's request, the Supplier must be able to deliver documentation of the product's CoO (Country of Origin), in addition to ECCN (Export Control Classification Number).

The REACH and ROHS regulations must be observed and presented to the Customer on request.

The Supplier must ensure that the products fulfil the official requirements for chemicals and, if necessary, submit a data sheet at the Customer's request.

For products classified as "Hazardous goods", the Supplier is required to comply with relevant national regulations and international security requirements.

17. Declaration of conformity

The Supplier hereby confirms that the material delivered to the Customer under this contract satisfies CE-marking requirements if this is relevant for the product, and that without undue delay the Supplier can obtain valid documentation for the equipment sold, as stipulated in the

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regulation.

If equipment delivered under this contract does not fulfil the regulations prescribed by a public authority as described above, and/or documentation cannot be obtained, the Supplier will be liable for all costs and any fees to the Danish Safety Technology Authority and other public authorities imposed on the Customer and subsequent sales links, due to lack of compliance.

18. Drawings, documentation, material, equipment, components, tools, etc. delivered by the Customer.

All drawings, documentation, material, equipment, components, tools, etc. delivered and paid by the Customer will remain the Customer's property. These may not be copied, reproduced or issued to any third party without the Customer's written consent.

These must at all times be stored in a responsible way to ensure identification and separation from other material at the Supplier, and in a way that will not cause any deterioration in the Customer's property.

With the exception of material installed in or included in material delivered in accordance with this contract, drawings, documentation, material, equipment, components, tools, etc. must, on request, be delivered back to the Customer in the same condition as they were delivered to the Supplier, with the exception of normal wear and tear.

19. Inventions, patents and trademarks

The Supplier guarantees that the delivery under this contract does not infringe any patents or registered trademarks. The Supplier must indemnify the Customer, its customers and employees, including for any costs, against any alleged infringement of rights in relation to patent rights or registered trademarks as a result of the execution of this contract, including sub-contracts, as well as the Customer's use of material services delivered in accordance with this contract.

20. Confidentiality

The Supplier hereby confirms that all information concerning the Customer's marketing, strategies, finances and customers, and specification, design, formulation, production and functioning for the Customer's existing and future products given to the Supplier by the Customer in the course of negotiation or execution, is the Customer's property and is given to the Supplier on a confidential basis for use solely in conjunction with the execution of this contract.

The Supplier guarantees that they have not and will not, without the advance written consent of the Customer, reproduce or use this information for any other purpose or extent than is strictly necessary to ensure the fulfilment of this contract or to notify information to third parties. If required by the Customer, the Supplier will also ensure that the individual employees involved in the performance of the delivery sign a specified declaration of confidentiality.

Without the advance written consent of the Customer, the

Supplier may not publish the existence or any element of the content of this contract.

21. Sub suppliers

The Supplier may not enter into a contract concerning sub-deliveries for elements of the delivery without the Customer's prior written consent. The Supplier will be responsible to the Customer under this contract for any such sub suppliers in the same way as if the Supplier itself had performed the entire delivery.

The Supplier will be obliged to ensure that the Customer's rights in accordance with these Terms and Conditions of Purchase may be invoked against the Supplier's sub suppliers.

22. Force majeure

The Customer will hold no liability for lacking, delayed, changed and/or defective delivery in the event of force majeure. In this context, "force majeure" is events which lie outside the contractual parties' control and which prevent the performance of the contract, including, but not limited to, war, mobilisation, hostile actions, strikes and lockouts, for as long as this is not a local conflict for one of the contractual parties, earthquakes and other natural disasters, and fires.

If the delay is not due to force majeure or the Customer, the agreed terms for liquidated damages must be applied. In this respect, the Customer has no obligation to calculate or document any loss if no compensation has been agreed for losses due to production stoppages as a consequence of delayed or defective deliveries.

23. Bankruptcy, reconstruction, etc.

If the Supplier's activities are subject to reconstruction, debt restructuring, bankruptcy or compulsory liquidation, or another form of creditor management applies, the Supplier must notify the Customer in writing of this immediately, and the Customer will be entitled to cancel the contract with immediate effect.

24. Prevailing Language

These Terms and Conditions exist in both a Danish language version as well as an English language version. In the event of ambiguity or conflict between the Danish and the English version, the Danish version shall prevail.

25. Governing law and conflict resolution

Governing law: The Parties' rights and obligations under the contract are all subject to Danish law.

Disputes: Any disputes concerning the interpretation of this contract must be sought to be resolved by negotiation. If the negotiations are not successful within 30 days, either of the Parties may require the dispute to be settled before the Danish courts.

The Parties have adopted the City Court of Copenhagen as the applicable legal venue.

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