

OMT PURCHASING TERMS AND CONDITIONS - PRODUCTS

These OMT Purchasing Terms and Conditions are applicable for all Purchase Orders and Agreements made with Odense Maritime Technology A/S, OMT Group A/S and/or its affiliates (OMT) and shall be regarded as an integrated part thereof.

1 PURPOSE AND SCOPE OF OMT PURCHASING TERMS & CONDITIONS

- 1.1 This establishes the OMT Purchasing Terms & Conditions (TC) that govern the supply of products and services (Products) to OMT set out in the Purchase Orders and Agreements (Purchase Order).
- 1.2 These TC's shall apply to the legal terms and are an integral part of the Purchase Order, and in case of conflict between the Purchase Order and TC, the Purchase order shall prevail. Any variation from the provisions of TC shall be agreed in writing and shall be included in the Purchase order.
- 1.3 By issuing an Order Confirmation of the Purchase Order, Supplier expressly confirms receipt and acceptance of these TC's.

2 LIAISON

- 2.1 The Contact Persons appointed by the Parties shall have the power to make all decisions regarding the Purchase Order with binding effect for the relevant Party.
- 2.2 Unless otherwise agreed, Contact Persons are those that have signed the Purchase Order.

3 PURCHASE ORDER

- 3.1 The price for the Products are stated in the Purchase Order and shall apply until the Parties agree on a new price in writing.
- 3.2 Unless otherwise agreed, in writing, the price stated for any Products shall be a fixed price, inclusive of all duties, tariffs, fees and taxes that may be assessed at any point in the distribution of the Products to OMT but exclusive of European Union Value Added Tax (VAT).
- 3.3 The Products supplied by the Supplier must conform to what is stated in the Purchase Order.
- 3.4 Documentation such as drawings, reports, etc. shall be prepared according to OMT's standard, unless otherwise agreed.
- 3.5 Where the Scope of Products and delivery defined in the Purchase Order are based on specifications supplied by the Supplier, OMT shall not be liable for any defects arising from such specifications being faulty or incomplete.
- 3.6 Alterations or additions to the Scope of Work and Delivery defined in the Purchase Order (Additional Work) shall not be implemented until both Parties have confirmed their acceptance in writing.

4 DELIVERY

- 4.1 Delivery of Products shall be made pursuant to the Purchase Order. If the delivery terms are not specified in the Purchase Order, deliveries shall be made DDP at the address designated at the Purchase Order. DDP or any other delivery terms shall be interpreted in accordance with the version of Incoterms valid on the time of Supplier's acceptance of the Order.
- 4.2 Time of delivery stated in the order is the date of arrival at the delivery address mentioned in the Purchase Order.
- 4.3 Partial and earlier deliveries shall not be made without written agreement with OMT.
- 4.4 If Supplier does not deliver the Products on the agreed time of delivery, OMT is entitled to liquidated damages as from the agreed delivery date, unless the delay is caused by OMT. The liquidated damages amount to two (2) percent of the total order sum of the Purchase Order per full calendar week of delay. The liquidated damages cannot amount to more than ten (10) percent of the total order sum of the Purchase Order. The liquidated damages shall fall due for payment at OMT's written demand. Partial deliveries shall not exempt Supplier from liability pursuant to this provision. Supplier's payment of liquidated damages due to delay does not exclude the right of OMT to claim compensation for any direct loss exceeding the liquidated damages amount.
- 4.5 OMT has the possibility to postpone the agreed delivery time with up to twelve (12) weeks without any extra cost.
- 4.6 Supplier accepts that OMT can cancel the Purchase Order in part or in full. The Parties will agree on the cancellation costs to be compensated, based on Supplier's actual documented cancellation cost incurred as a direct result of the request for cancellation reduced to the extent reasonably possible.

5 CONFIDENTIAL

- 5.1 The Supplier shall treat all information related to the Purchase Order as commercially confidential and is not entitled to publish or in any other way pass on information to the public or to any third parties except for information disclosed to sub-suppliers for the purpose of performing the agreement.

6 TECHNICAL REQUIREMENTS

- 6.1 Products must be delivered in full conformance to EU directives including RoHS and Reach directives and national implementing regulations relating to CE marking, including without limitation, supplying the necessary declarations of conformity.

7 QUALITY CONTROL AND EXPEDITING

- 7.1 OMT and its customer have the right to inspect the ordered Products during production and participate in testing at the location where the production is taking place.

7.2 Supplier shall be obliged to offer any assistance required at the inspection and test.

8 TRANSFER/ASSIGNMENT

8.1 Supplier shall not be entitled to transfer its rights or obligations pursuant to the Purchase Order without the prior written approval of OMT.

9 SUBCONTRACTING

9.1 If Supplier does not produce the Products or essential parts of it, the sub-suppliers name shall be notified on confirming on the Purchase Order and shall be approved by OMT before commencing production of the Products in question, and OMT shall be assured access to inspection during production.

10 MARKING

10.1 Supplier is under obligation to mark the Products according to OMT's instructions. Missing marking will be considered a deficiency under Clause 4.4.

11 PACKAGING

11.1 The Products shall be properly prepared for transport by lorry or if requested for sea-way transport so that the Products is protected in the best possible way against transport damage. The Products must be able to withstand normal handling by loading and unloading by means of hoisting equipment and the like. Supplier shall provide the Products with necessary fixing for hook or sling to be used by loading and unloading. Supplier shall be liable for transport damage that can be related to lacking transport protection. Packaging materials are included in the agreed price. Handling instructions and marking shall be marked on the packaging.

12 NON-PERFORMANCE

12.1 If Supplier is guilty of material default of the Purchase Order without the matter being remedied at Supplier's sole cost within a reasonable time after receipt of a demand in writing to that effect, OMT shall have the right to terminate the Purchase Order and claim damages.

12.2 If Supplier is guilty of material default of the Purchase Order or if Supplier is otherwise guilty of such conduct that OMT cannot reasonably be expected to carry on with its duties, OMT shall have the right to terminate the Purchase Order for cause and claim damages.

13 WARRANTY AND LIABILITY FOR DEFECTS

13.1 The Supplier guarantees that the delivered Products are in full compliance with the Purchase Order and that the Products are free from defects in materials, design, dimensioning, calculation, and performance and correct in literature, instructions, markings, signs, manuals, certificates, and other documentation.

13.2 The warranty period is 24 months. The warranty period is effective from the date where the Products are handed over to OMT's customer but will expire at latest 36 month after OMT's acceptance of the delivery.

13.3 If during the warranty period any Products are found defective in any way, Supplier shall, at his own risk and expense, remedy the defect by repair or replacement. If a repair does not require any special skills, Supplier may, upon OMT's written acceptance, fulfil his obligation by forwarding, at his own risk and expense, a new part for replacement. Supplier is obliged to cover all expenses related to such repairs and replacements.

13.4 If Supplier fails to remedy any defect within a reasonable time (as defined by OMT) or immediately in cases of emergency, OMT, or a third party appointed by OMT, may remedy the defect at Supplier's risk and expense.

13.5 A new warranty period of the same length as defined in this Clause 13.2 shall apply for a repaired or replaced Product.

14 PAYMENT

14.1 Payment is made according to the Purchase Order. If the payment terms are not specified in the Purchase Order payments will be current month + 35 days. Payment is conditional upon complete delivery, including of receipt of certificates, drawings, and other technical documentation associated with the Products and as per the Purchase Order.

14.2 OMT is entitled to make setoffs or retentions against the invoiced amounts by Supplier e.g. in connection with delays, liquidated damages or defects.

15 INTELLECTUAL PROPERTY RIGHTS

15.1 Supplier shall ensure that the Products, or the use or transfer thereof, shall not infringe any intellectual property rights of any third party (including, without limitations, any Patent, Trademark, industrial design, copyright, Open Source, license right or trade secret). If claims based on the Product's infringement of intellectual property rights are made by a third party against OMT and/or OMT's customers, Supplier shall indemnify OMT and/or OMT's customers for all damages, costs and expenses arising out of or in connection with such claim or infringement.

15.2 OMT shall immediately notify the Supplier of any such claim cf. 15.1 and allow the Supplier to either independently plead or to intervene in the proceedings regarding such infringement claim.

15.3 Should Products be found to infringe the intellectual property rights of a third party, Supplier shall, without cost to OMT and OMT's customer, modify the Products to be non-infringing or shall obtain and maintain such license and rights from the third party as are required for the unrestricted, continuous use of the Products.

16 PRODUCT LIABILITY

- 16.1 Supplier shall defend, indemnify, and hold OMT harmless from all claims and losses arising from personal injury or damage to property if these are caused by defects in the Products. Supplier shall furthermore defend, indemnify, and hold OMT harmless for losses and expenses incurred by OMT in the course of averting risk for death, personal injury or damage to property caused by Products, e.g. issuing warnings or initiating preventive recall actions. Supplier shall assume the defense of claims or losses with OMT.
- 16.2 Supplier shall not settle any claim or loss without OMT's written consent, which shall not be unreasonably withheld or delayed.
- 16.3 If a Product liability claim relating to Products is lodged by a third party against one of the Parties, the latter Party shall without undue delay inform the other Party thereof in writing.
- 16.4 Supplier is obliged to let itself be summoned to the court or arbitral tribunal examining claims for damages lodged against OMT based on damage allegedly caused by the Product.

17 CODE OF CONDUCT

- 17.1 Supplier shall comply with the principles and legal requirements of the OMT Code of Conduct available here: <https://odensemaritime.com/suppliers/>.
- 17.2 OMT is entitled to conduct audits of Suppliers and sub-suppliers in order to verify Supplier's compliance with its obligations towards OMT.

18 FORCE MAJEURE

- 18.1 Neither OMT nor Supplier shall be liable for any failure to perform due to any cause beyond their reasonable control and without their fault or negligence (Force Majeure). Force Majeure include, but are not limited to, acts of war, seizure under legal process, quarantine restrictions, strikes, boycotts, lockouts, riots, terrorism, acts of God (including but not limited to hurricanes, tsunamis, earthquakes, and flooding).
- 18.2 The Party wanting to invoke Force Majeure shall be obliged to inform the other Party in writing within ten (10) calendar days after the incident happened with evidence of the event and inform about the expected duration and consequences of the Force Majeure.
- 18.3 Each of the Parties shall be entitled to cancel by a written notice to the other Party if fulfilment of the Purchase Order is delayed by sixty (60) calendar days or if fulfilment is considered impossible due to any of the mentioned events as mentioned in Clause 18.1 without any liability.

19 APPLICABLE LAW & VENUE

- 19.1 This Purchase Order is governed by Danish law, excluding its choice of law regulations. Any dispute, controversy or claim arising out of, or relating to or in connection with this Purchase Order shall exclusively be resolved in Copenhagen, Denmark by arbitration in accordance with the Danish Arbitration Act. The arbitration tribunal shall be composed of a sole arbitrator. The arbitrator shall be appointed by the arbitration institute. The language of the arbitration shall be English. The decision of the arbitration tribunal shall be final and binding upon the Parties.
- 19.2 An effort shall be made to settle amicably all and any dispute arising in connection with the Purchase Order between the Parties, if necessary, by third-party conciliation. Disputes that cannot be settled amicably shall be settled in accordance with Clause 19.1.