



Framework Agreement

No. 460000XXXX

Regarding sustainment of
Calibration and Repair Service

between

the Danish Ministry of Defence Acquisition and Logistics Organisation

Lautrupbjerg 1-5

DK-2750 Ballerup

Denmark

CVR (VAT no.) 16 28 71 80

(in the following referred to as "DALO")

and

[Company name]

[Legal identification code]

[Address]

[Postal code and city]

[Country]

(in the following referred to as "the Supplier")



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1. PREAMBLE

The Parties have this date entered into the following Agreement,

Whereas the Supplier acknowledges and agrees that:

- (a) The requirements specifications for the Deliverables of the Agreement are the result of a resource intensive approval and procurement process carried out by DALO in accordance with the Danish Act no. 1564/2015, as amended, on Public Procurement (in Danish: "Udbudsloven")
- (b) DALO has relied on the Supplier's representations about time and quality, as stated in the offer, as the basis for the Agreement, and
- (c) DALO has therefore determined that the value of the Agreement to DALO is based on the Deliverables being received without delay and at the agreed standard and quality.

2. DEFINITIONS

"Agreement" shall mean this framework agreement with its Appendices and Special Appendices and any subsequent amendments.

"Buyer" shall mean DALO or a Requisitioner or any other division of the Danish Ministry of Defence using the Agreement, cf. clause 3.

"Commencement" shall mean the date of the latest signature of the Agreement.

"Day" shall mean a calendar day.

"Defect" shall mean the non-performance of a Delivery Item, i.e. when the Delivery Item does not conform to the Purchase Order/Requisition, the provisions of the Agreement (including being Fit for Purpose), applicable industry standards and/or good workmanship.

"Defects Liability Period" shall mean a period in which the Supplier warrants that the Deliverables and Delivery Items conform to all quality standards specified in the Agreement.

"Deliverables" shall mean the Spare Parts and Services specified in Appendices A,C.

"Delivery" shall mean the physical handing over and/or completion of the Delivery Item from the Supplier to the Buyer.

"Delivery Item" shall mean the Services including Spare Parts with supporting documentation, cf. clause 4, to be delivered to the Buyer by the Supplier pursuant to a specific Purchase Order/Requisition.

"Fit for Purpose" with respect to Services shall mean that the Services are provided by qualified and trained personnel and that they are provided while respecting all relevant standards as generally accepted within the industry for the performance of the work in Denmark and so as to allow that the Buyer's purpose of procuring the Service can be achieved.

"Fit for Purpose" with respect to Spare Parts shall mean that materials and assembly quality are of good quality as generally accepted within the industry and sufficiently durable to render the Deliverables fit for the purpose specified in clause 3, without giving rise to the need for repair or changes within the Defects Liability Period.

"Liquidated Damages" shall mean a fixed and agreed amount to be paid by the Supplier to DALO in case of Delay, regardless of whether or not DALO can prove a loss resulting from the Delay

"Order Confirmation" shall mean the Supplier's written confirmation through the Supplier Database System that the Services stated in the Buyer's Purchase Order/Requisition shall be delivered.

"Party" shall mean DALO or the Supplier, jointly the "Parties".

"Purchase Order" shall mean the Buyer's written order for a Delivery Item with the Supplier.

"Quotation" shall mean the Suppliers written offer for a Service to be settled on the basis of time spent specifying any needs and estimating time for performing the Service as requested by the Buyer in the Request for quotation.

"Request for quotation" shall mean the Buyer's written or oral request for a Service to be settled on the basis of time spent to the Supplier.

"Requisition" shall mean the Buyers requisition of Service e.g. through the Supplier Database System.

"Requisitioner" shall mean an employee at DALO or the Danish Defence divisions (typically in the repair shops), who requisitions the services from the Supplier.

"Services" shall mean the services specified in Appendices A and C and which the Buyer may purchase under the Agreement.

"Spare Parts" shall mean any supplies that the Seller provides in connection with the performance of the Services, because they are necessary for performing the Services in question.

"Start of Performance" shall mean the date and time, where the Supplier shall commence the performance of a Delivery Item concerning Services, such performance is completed at Delivery.

"Subcontractor" shall mean any person named in a Purchase Order/Requisition as a subcontractor or any person used by the Supplier for the performance of a Purchase Order/Requisition and/or the Agreement.

"System Defect" shall mean a Defect latent in all or almost all (at least 75 %) of the Delivery Items already delivered.

"System Defects Liability Period" shall mean a period in which the Supplier warrants that the Deliverables are free from System Defects as specified in the Agreement.

"Warranty" shall mean a guarantee from the Supplier whereby the Supplier undertakes to repair or replace the Delivery Items, when the Delivery Items do not conform to all the requirements of the Agreement.

"Working Day" shall mean any day excluding Saturdays, Sundays, Danish public holidays, including - but not limited to - the Day of Christmas Eve, the Day of New Year's Eve, and Constitution Day (*5th of June*).

3. PURPOSE OF AND PARTIES TO THE AGREEMENT

The Agreement concerns the Calibration, Repair and data management of measuring equipment belonging to the Danish Defence. The Supplier is obliged to provide calibration services for the full range of measuring equipment types, in the extend the Danish Defence may require.

The Supplier shall deliver following Services;

- 1- Calibration Services
- 2- Repair Services
- 3- Reception Control
- 4- Database System
- 5- Costumer Support
- 6- Collection and Delivery

The Calibration Services concerns calibration of all measuring equipment used by the Danish Defence.

The Repair Services concerns repair, including troubleshooting, of defective measuring equipment or measuring equipment that do not conform to the specified tolerances.

The Reception Control covers the Supplier's registration of measuring equipment in the Database as well as Calibration Service in connection with DALO's acquisition of new or additional measuring equipment.

The Database System covers the Suppliers establishing and maintaining of a database in connection with a user friendly interface, which manages information about all the measuring equipment and aids in requisition of calibration/repair services etc.

The Costumer Support concern questions/support regarding the Database System and enquiries about services and requisition hereof.

Collection and Delivery concerns the Supplier's management of all transport by collecting and delivering measuring equipment from and back to the location chosen by the Requisitioner, including the safe and secure packing of the equipment.

The Agreement covers the Services described in Appendices A and C and any subsequent amendments thereof.

The Agreement is entered into by DALO. However, all divisions of the Danish Ministry of Defence, including all divisions of the Danish Defence which are subject to the command of the Chief of Defence shall be entitled to use the Agreement for the purchase of Deliverables on the terms and conditions of the Agreement.

Any such division using the Agreement by issuing a Purchase Order or entering a Requisition into the Supplier Database System shall then – with respect to the issued Purchase Order/Requisition - be the Buyer within the meaning of the Agreement. When DALO undertakes the purchasing itself by issuing a Purchase Order/Requisition, the Buyer shall be DALO.

Where "DALO" is stated in the Agreement it shall mean that only DALO shall be entitled to enforce the relevant provision of the Agreement, even though the Agreement is used by other divisions of the Ministry of Defence.

4. THE SUBJECT MATTER AND PURCHASING SCOPE

4.1 Requirements of the Deliverables

The Deliverables shall

- conform in all respects to the requirements and descriptions set out in Appendices A and C and the requirements specified in the Purchase Order/Requisition,
- be Fit for Purpose,
- conform to applicable industry standards and/or good workmanship, and
- comply with all relevant laws and regulations, including any government requirements applicable in Denmark, at the time of Delivery of the Delivery Item.

Delivery of a Delivery Item shall take place after receiving a Purchase Order/Requisition from the Buyer in accordance with the procedure set out in clause 5.

The Agreement as well as any other document related to the Agreement shall be drawn up in English.

Units of weights and measures shall be expressed in terms of the metric system except where the equipment under test is specified using imperial units.

The Deliverables shall comply with all relevant laws and regulations, including any government requirements applicable in Denmark, at the time of Delivery of the Delivery Item. Such compliance shall include any requirements with respect to the legality and safety of the Deliverables.

In the performance of the Agreement, the Supplier shall comply with the requirements and specifications regarding labour clause and Corporate Social Responsibility (CSR) set out in Appendix B and submit information in this respect in accordance with the requirements set out in Appendix B.

4.2 Purchasing Scope

The Buyer intends to use the Agreement for current purchases of Deliverables, but the Buyer shall not be obliged to buy any minimum quantity of Deliverables

It is DALO's intention to make the Supplier the main supplier of the Deliverables until expiry of the Agreement.

The Buyer shall however be entitled to purchase similar Deliverables from other suppliers.

5. ORDERING PROCEDURE AND TERMS OF DELIVERY

The Buyer may place an order for Services by submitting a Purchase Order to the Supplier or by entering a Requisition into the Supplier's Database System.

No later than 14 (fourteen) Working Days after receipt of the Purchase Order the Supplier shall send an Order Confirmation to the Buyer.

No later than 3 (three) Working Days after receipt of the Requisition the Supplier shall send an Order Confirmation to the Buyer through the Database System.

5.1 Services

In the Purchase Order/Requisition, the Buyer shall state the nature, number and, if necessary, the scope of the Services to be supplied by the Supplier and, if necessary, where and when to supply the Services.

5.1.1 Supplier's personnel at the Buyer's facilities

The Services shall be performed at the premises of the Supplier/Subcontractor unless stated otherwise by the Buyer in the Purchase Order/Requisition.

When the personnel of the Supplier is at the premises/locations of the Buyer, the Buyer shall be responsible for ensuring that such personnel are instructed of any special conditions concerning safety and health. The Supplier's personnel shall comply with such instructions.

5.1.2 Fixed-price services

Where the Services are to be delivered at a fixed-price, cf. Appendix D, and/or within a fixed time limit, cf. Appendix H, Delivery shall be made at the prices stated in Appendix D and within the time limit stated in Appendix H, respectively.

5.1.3 Services to be settled on the basis of time spent

Where the Services are to be settled on the basis of time spent, cf. Appendix D, in case of Repair Service (Troubleshooting / carrying out repair) or Reception Control/Calibration Service on equipment not stated in Appendix D "Prices - Equipment" tab, the Supplier shall within 5 (five) Working Days after the Buyer's submission of a Request for Quotation, send a Quotation to the Buyer, which shall at least include the following information:

- Any needs and estimated time (number of hours broken down and listed for troubleshooting, Repair Service and Calibration Service) necessary for the performance of the Services described
- The date and time, where the Supplier will commence the performance of the Services, the delivery due date and if the Service is not to be delivered within a fixed time limit, cf. Appendix H, the time of Delivery
- The spare parts to be used and the price hereof
- If necessary, the extent of the Buyer's participation in the form of personnel and/or equipment and facilities, etc.

After receipt of the Quotation from the Supplier, the Buyer shall notify the Supplier in writing within 10 (ten) Working Days whether the Buyer wishes to order the Services or not.

As stated in clause 5 the Supplier shall no later than 14 (fourteen) Working Days after receipt of the Buyer's Purchase Order send an Order Confirmation to the Buyer for Services ordered.

The Supplier shall no later than 3 (three) Working Days after receipt of the Buyer's Requisition send an Order Confirmation to the Buyer for Services ordered through the Supplier Database System.

A written permission by DALO to commence the Service is required for Calibration Services and Reception Control on equipment not stated in Appendix D "Prices - Equipment" and where the total value exceeds DKK. 25 000 excl VAT.

The Services shall then be performed, as ordered.

The information provided in Quotation regarding the expected number of hours to be spent and spare parts to be used by the Supplier for the performance of the task shall be binding on the Supplier. However, if the task turns out to be more extensive or different than expected by the Supplier and this is due to circumstances which the Supplier could not or should not have taken into account at the time of submission of the Quotation, the Supplier is entitled to payment for hours spent and spare parts used beyond the stated number in the Quotation and to an extension of the time of Delivery, if this is caused by the change

of the task. The Supplier can only exercise this right (to additional payment and time extension) if the Supplier without undue delay gives notice thereof to the Buyer once it is established that the task cannot be performed as set out in the Quotation.

If the Supplier submits notification to the Buyer that the Services cannot be delivered within the stated number of hours or with the spare parts stated or within the time limit stated, the Buyer shall be entitled to inform the Supplier that the Service is to be terminated or reduced.

In this case, the Supplier shall not be entitled to damages or compensation for the part of the Service which shall not be delivered.

5.1.3.1 Timesheet

Where, according to Appendix D, the Supplier is entitled to payment on the basis of time spent, the Supplier shall bill time on an hourly basis specifying each and all persons for whom payment is charged. The timesheet shall include information about the nature and extent of the task performed, the commencement and completion time of the task performed, the name and position of the person(s) having performed the Services, as well as information about the hourly rate applicable, cf. Appendix D.

Upon request, the timesheet shall be provided to the Buyer without undue delay.

5.1.4 Time limit for Delivery

The Services shall be performed within the time limits set out in Appendix H, if Appendix H contains time limits for the performance of the Service in question. If not, the Service shall be provided within the time limit set out by the Supplier in the Quotation, unless the Supplier is entitled to an extension of the time limit, cf. clause 5.1.3.

5.2 Cancellation of Purchase Orders/Requisitions

Upon notice to the Supplier, the Buyer shall be entitled to cancel a Purchase Order/Requisition wholly or partly.

Upon cancellation the Supplier shall be entitled to compensation for the Supplier's documented costs related to the cancellation.

6. PRICES AND TERMS OF PAYMENT

6.1 General

The Supplier shall be entitled to the prices set out in Appendix D for the Deliverables included in the Delivery Item.

The prices set out shall include all costs of packaging, pallets, administration- and processing charges, insurance, documentation, etc., to be paid by the Supplier.

The Supplier shall be entitled to no other reimbursement, compensation, etc.

The prices shall be stated in DKK. The currency is not subject to change.

All taxes, duties and government charges, that the Supplier is obligated to pay or in connection with the Agreement, including custom, however exclusive of Danish VAT (in Danish: Moms), shall be considered included in the price.

Where adjustments in supplier-specific applicable Danish taxes and duties result in a documented change in the Supplier's costs of importation, exportation, raw material prices or transportation in relation to the items comprised by the Deliverables, the price stated in Appendix D shall be adjusted so as not to affect the Supplier with respect to this change in costs. This implies that due to changes in supplier-specific applicable Danish taxes and duties, prices may be adjusted both upwards and downwards. Claims for an adjustment of the price due to changes in taxes and duties shall be submitted no later than 3 months after the relevant adjustment of the tax or duty has become effective; otherwise the right of the Parties to claim a price adjustment shall lapse.

Where the Supplier has a guideline price list or any other published price list, the prices set out in Appendix D shall not exceed the prices published by the Supplier in Denmark and in other NATO member states.

Where the Supplier has offered the Buyer a discount on the Supplier's published list prices, each of the Supplier's prices shall not exceed the Supplier's published list price less such discount in Denmark and in other NATO member states.

Where the Supplier purchases spare parts that are made use of during Repair, DALO shall be invoiced with the best obtainable purchase price (wholesale price) with up to 15 % in profit. This shall be accepted by DALO before the Repair. Alternatively DALO can choose to acquire the spare part itself. The purchase price and profit, shall be separately specified in the invoice.

The prices set out in Appendix D inclusive of any price adjustment pursuant to the Agreement shall in no event exceed the Supplier's published list prices, and the Supplier shall in such event promptly reimburse the Buyer of any excess amount charged.

The above shall apply in addition to any price adjustment in accordance with Special Appendix 13.

Upon written notice, the Buyer shall be entitled to offset any claims against any amounts owed to the Supplier whether or not the latter arise out of the Agreement.

6.2 Payment of Services and costs of travel etc. in connection with performance of Services On-Site.

If the price of the Service, cf. Appendix D, is based on an hourly rate (e.g. On-Site), the Supplier shall be entitled to payment for the number of hours spent.

The Services shall be performed at the premises of the Supplier unless stated otherwise by the Buyer in the Purchase Order/Requisition. If the Supplier upon the Buyer's request shall perform a specific Service at a location more than 70 (seventy) kilometers from the Supplier's premises or the location stated by the Buyer in the Purchase Order/Requisition, the Supplier shall be entitled to reimbursement costs of travel, food, and accommodation in addition to the prices stated in Appendix D. Costs of travel shall be calculated in accordance with the Tax Assessment Consolidated Act No. 806 of 08/08/2019 (in Danish: "Ligningsloven") section 9 (4) and 9A, with the exception, that the Supplier shall at all times only be compensated the fixed rate for driving above 20.000 km, cf. § 4, no. 2, of the most recent Danish executive order on the Danish Tax Assessment Council's rates concerning the deduction for transport between home and workplace and payment of the tax-free

allowance for commercial transport, as amended (in Danish: "Bekendtgørelse om Skatterådets satser vedrørende fradrag for befordring mellem hjem og arbejdsplads og udbetaling af skattefri godtgørelse for erhvervsmæssig befordring").

The Supplier shall in this event be entitled to payment for the travel time from departure from the Supplier's premises and until arrival at the location of the performance of the Service (and, in the same manner for the return journey), in addition to payment for performance of the Service and in addition to payment of costs of travel, food, and accommodation as stated above. Travel shall be made in a cost and time efficient manner. DALO defrays the Supplier's actual, documented transport expenses for measuring equipment that are collected from and returned back to Greenland, the Faroe Islands and locations where the Danish Defence is deployed. DALO defrays the Suppliers actual, documented, travel expenses in connection with the Suppliers performance of Services in Greenland and on the Faroe Islands.

Payment of travel time shall be 50 % of the hourly rate stated in Appendix D for the actual travel time spent on the journey.

Documentation for cost of travel etc. must be submitted by e-mail, preferably in PDF-format (or equivalent).

The Supplier shall only be entitled to reimbursement costs under this clause, if the relevant costs have been incurred by the Supplier with the prior written approval from the Buyer.

6.3 Invoicing

6.3.1 Domestic Suppliers

Domestic Suppliers shall submit invoices in accordance with the Danish Public Payments Consolidated Act No. 798 dated 28 June 2007, as amended, (*lovbkg. nr. 798 af 28. juni 2007, som ændret, om offentlige betalinger m.v.*) concerning electronic invoicing to

Forsvarsministeriets Regnskabsstyrelse (Danish Defence Accounting Agency)
Arsenalvej 55, 9800 Hjørring, Denmark

The invoice shall be submitted in OIOUBL format with reference to a purchase order number in the following form 45xxxxxxx, Agreement No. 460000XXXX electronic invoicing address (EAN location number), and reference person (staff number) to the contact person from the Buyer assigned to this purchase order/Requisition. Agreement No. 460000XXXX , shall also be stated in the electronic invoice. Further information is available at:

<http://oioubl.info/classes/da/index.html>

The Danish Defence Accounting Agency will not accept invoices submitted from a scanning bureau.

6.3.2 Foreign Suppliers

Foreign Suppliers shall submit invoices in PDF format as an enclosed email referring to purchase order number 45xxxxxxx, Agreement No. 460000XXXX and reference person (staff number) to the contact person from the Buyer assigned to this purchase order/Requisition. Invoices shall be submitted to FRS-KTP-KRE-INVOICE@MIL.DK.

If possible, the foreign suppliers can submit the invoice electronically in OIOUBL format.

If foreign suppliers have a Danish CVR number, the terms applicable to domestic suppliers become effective.

6.3.3 All Suppliers (both domestic and foreign)

In order to be authorized for payment, invoices must contain the following information:

1. Name, address and business registration number (CVR number) of the Supplier or, with respect to suppliers abroad, similar business registration number.
2. Name and address of the Buyer.
3. The Supplier 's contact person (name and telephone number).
4. Invoice date (date of issue) and number.
5. Terms, including date, of payment.
6. Payment details, bank account number, SWIFT code an IBAN No., as applicable.
7. Price, inclusive of all taxes, duties and custom, but exclusive of Danish VAT, for the total invoice amount.

8. The overall amount invoiced for the Services performed in the invoicing period, where possible liquidated damages have been deducted.

The following documents shall accompany the invoice:

1. The Work and Services Report cf. clause 7 (if relevant).
2. Documentation for travel, food and accommodation expenses (if relevant).
3. With respect to Services to be paid according to hours spent, the time sheet, cf. clause 5.1.3.1 (if relevant).

The Supplier shall submit a copy of the invoice together with a detailed specification of the Services performed in the invoicing period to an employee appointed by DALO, at latest at the time of forwarding of the invoice. The detailed specification shall contain the following informations:

1. Specification of the Services performed (divided into; Calibration Service, Repair Service and Reception Control) with a clear reference to the individual measuring equipment in question as well as the price for the Service performed.
2. Specification of any liquidated damages according to clause 11 if relevant, with a clear reference to the individual measuring equipment and the liquidated damages relating to the equipment.
3. Information about spare parts used (if relevant)
4. Information about expenses for travel, food, and accommodation to be reimbursed by the Buyer (if relevant).
5. Information about any other expense for which the Supplier is entitled to reimbursement, including travel time (if relevant).

Expenses in connection with acquisition of batteries and fuses shall be separately specified by the Supplier with reference to the performed Calibration Service.

If an electronic invoice does not comply with the requirements above, the invoice will be rejected and returned as incorrect and no payment will take place. Likewise, no interest will be paid for the period until a correct electronic invoice has been submitted.

Payment from the Buyer in accordance with the stipulations of the Agreement shall not in any way constitute acceptance by the Buyer of the Delivery Item's conformity with the Agreement and/or the Purchase Order/Requisitions, including timely receipt.

Invoicing from the Supplier will be one times a month covering all placed orders/Requisitions.

Invoicing shall be subject to non-defective delivery.

The invoice is due for payment 30 (thirty) days after the Supplier has electronically forwarded a satisfactory invoice.

Interest for late payment shall be claimed and calculated in accordance with the Danish Interest Consolidated Act no. 459 of 13 May 2014 (in Danish: "Renteloven").

The Buyer shall not be liable for non-payment if the Buyer is unable to make electronic payment due to circumstances on the part of the Supplier.

7. REPORTING AND THE BUYER'S INSPECTION

7.1 Work and Services Report

When the Supplier has completed a Delivery Item containing Repair Service on equipment, the Buyer may request a work and services report, cf. Appendix I, containing a description of the work performed, the price of the Delivery Item and, if relevant, a list of the spare parts used (inclusive the Suppliers purchase price and profit) in connection with the Delivery Item. The hourly timesheet cf. Clause 5.1.3 shall be attached to the report if Services have been charged according to hours spent.

The report submitted shall be signed by the Buyer and returned to the Supplier within 10 (ten) Working Days after receipt (if relevant).

The Buyer shall be entitled, but not obliged, to inspect the Supplier's work prior to signature of the report. If the Buyer's inspection should show that the Supplier has not performed his duties as required, the Supplier shall be obliged to remedy the Defects.

The Buyer's signing of the report shall not prejudice the Buyer's right to claim any remedy for breach.

7.2 Other reporting

Upon the Buyer's request, the Supplier shall submit a statement of the Buyer's total purchases under the Agreement in the preceding calendar year. The statement shall identify the Deliverables purchased by the Buyer, the quantities of each Spare Part and Service, the price per unit of each Spare Part and Service and the total value of the purchases. The information shall be submitted in a common spreadsheet format (such as Excel or equivalent).

The Buyer shall be entitled at any time to demand that the Supplier produce documentation, or, as agreed by the Buyer, otherwise make statements to the effect that the Deliverables used by the Supplier in the performance of the Agreement comply with all the terms and specifications of the Agreement, including in particular the CSR and any environmental requirements set out in Appendices A and B and the Supplier's method statement set out in Appendix C.

The documentation or statement shall be submitted no later than 20 (twenty) Working Days after the Buyer's formal request.

Where reasonable doubts are raised by the Buyer in writing as to the compliance of the Spare Part or Service with the terms and specifications of the Agreement, the Supplier shall then promptly inform the Buyer of the action the Supplier will take in order to remedy the matter.

The matter shall be remedied no later than 90 (ninety) Days after the Buyer's notification, however no later than 120 (one hundred and twenty) Days after the Supplier became aware of the circumstances giving rise to doubt.

7.3 The Buyer's inspection

The Buyer shall be entitled, but not obliged, at any time to inspect the quality of the Deliverables and/or the production facilities of the Supplier or any Subcontractor. If the

Buyer's inspection should show that the Deliverables, or the conditions in which the Deliverables are produced, do not comply with the terms of the Agreement, such non-compliance shall constitute a Defect and may constitute a material breach, cf. clause 14.1.2.

The Buyer's inspection or lack of inspection shall not imply an approval of the Deliverables, or the conditions in which the Deliverables are produced, being in accordance with the requirements under the Agreement and shall not prejudice the Buyer's right to claim any remedy for breach.

7.3.1 The Buyer's personnel at the Supplier's facilities

The Buyer shall be entitled, but not obliged, to inspect the Supplier's production facilities. When the personnel of the Buyer is at the facilities of the Supplier for such inspection, the Supplier shall be responsible for ensuring that such personnel are instructed of any special conditions concerning safety and health. The Buyer's personnel shall comply with such instructions.

8. THE SUPPLIER'S ORGANISATION AND SUBCONTRACTORS

The Supplier shall maintain the organisation, the know-how embedded therein, and any other facilities and resources, including agreements with Subcontractors, required to perform the Agreement.

The Supplier shall, subject to clause 8.1, be entitled to engage and replace Subcontractors for the performance of the Agreement. The Supplier shall ensure that Subcontractors undertake to comply with obligations equivalent to those undertaken by the Supplier towards the Buyer in relation to labour clause and corporate social responsibility (Appendix B) and secrecy.

The Supplier's use of Subcontractors, including independent contractors, shall not limit the Supplier's liability in any event.

Subcontracting involving access for the Subcontractor to classified information is subject to the approval of the Buyer. Approval shall be obtained before beginning negotiations with a view to sub-contract any part of the work which would involve classified information.

Subcontractors located or incorporated in countries that are not members of NATO or EU and have not signed a security agreement with Denmark may not be approved on grounds of secrecy, security and other national security interests.

8.1 Information regarding Subcontractors

The Supplier shall prior to subcontracting any work under the Agreement give DALO notice regarding the use of Subcontractors under the Agreement to perform work or supply goods. Such notice shall as a minimum include the following information about each of the Subcontractor(s):

- (a) Name, legal identification code and address
- (b) Contact information (telephone number/e-mail) and legal representative
- (c) Full particulars of the work to be subcontracted
- (d) Approximated amount of the work to be subcontracted

The information shall be provided to DALO no later than at Commencement (if known), or otherwise without undue delay when the Subcontractor has been chosen by the Supplier. Information concerning any changes in the information given and concerning any new Subcontractor participating or replacing a Subcontractor shall also be provided to DALO without undue delay.

DALO may at any time demand that the information in (a)-(d) above and any changes herein is provided concerning each of the subcontractors in the chain of subcontractors used by the Subcontractor(s).

9. WARRANTY

The Warranty under this clause shall be valid in the Defects Liability Period and with respect to System Defects in the System Defects Liability Period.

The Supplier represents and warrants that any Delivery Item is delivered/performed in accordance with the Agreement and thus conforms to all requirements stated therein, including the Fit for Purpose obligation, applicable industry standards and good workmanship.

The Supplier represents and warrants that qualified and appropriate resources shall at all times be available so as not to impede the performance of any Purchase Order/Requisition by normal absence (holiday, seminars, illness, etc.) and staff departures.

The Supplier is allowed company closure for a maximum of 2 periods, with duration of no more than 2 weeks per period, each year. The company closure shall be distinctly announced minimum 1 month beforehand in the Supplier Database System, as well as in writing to DALO. In these periods Services cannot be requested to be performed.

All costs in connection with Warranty claims shall be bore exclusively by the Supplier.

The Supplier shall not be under any liability to DALO and/or the Buyer in pursuance of this clause in respect of fair wear and tear and/or in the following event namely:

- (1) if the Delivery Item or any part thereof have not been operated, maintained, overhauled and stored in accordance with the applicable manuals and documentation (including service bulletins) supplied by the Supplier; and/or
- (2) if the Delivery Item or any part thereof have been repaired or modified otherwise than by the Supplier in any way which have impaired its or their safety or operation or efficiency; and/or
- (3) if the Delivery Item or any part thereof have been subjected to any abnormal condition or to misuse or have suffered any accident or combat damage

The above mentioned exclusions shall only apply if the event in question caused the non-compliance and/or non-functioning of a Deliverable or any part thereof.

The Warranty shall be valid an in force notwithstanding any prior inspection, control or acceptance the Delivery Items.

9.1 Commencement and duration

The Defects Liability Period and the System Defects Liability Period commences after the Delivery of each Delivery Item.

The Defects Liability Period and the Systems Liability Period for a Delivery Item commences at Delivery. However, the commencement of the Defects Liability Period and the Systems Liability Period is conditioned upon all related documentation – if any - to such Delivery Items being delivered to DALO.

All Defects which have occurred in the Defects Liability Period/System Defects Liability Period shall be covered by the Warranty. During the Defects Liability Period/System Defects Liability Period, the Supplier shall remedy or replace all Defects without costs to the Buyer.

9.1.1 Defects Liability Period

The Defects Liability Period shall cover a period of 12 (twelve) months.

If the Supplier has offered a longer Defects Liability Period (warranty) on specific items, this shall apply. However, for the Defects Liability Period the Supplier's warranty must as a minimum comply with the requirements in the Agreement.

The Defects Liability Period shall be extended in case of Delivery of defective Delivery Items , so that a new Defects Liability Period (but not an new System Defects Liability Period) begins for the Delivery Items in question when they have been delivered without Defects.

10.1.2 System Defects Liability Period

The System Defects Liability Period shall cover a period of 36 (thirty-six) months.

System Defects shall include, but are not limited to, design Defects, production method Defects, Defects in materials used, software Defects, Defects in general documentation (such as instructions of use, assembly instructions, or installation guides) causing constant or frequent Defects in a given item.

The Supplier shall notify the Buyer if the Supplier becomes aware of any System Defect in similar items delivered by the Supplier to other customers.

In the event of a System Defect, the Supplier shall replace or modify, free of charge, all the Delivery Items according to the Agreement in order to eliminate the cause of the (System) Defect in question in all the Deliverables without deviating from the specifications.

10. INTELLECTUAL PROPERTY RIGHTS

The Supplier represents and warrants that the Buyer's acquisition, import, use and possible subsequent export of the Deliverables/any Delivery Item shall not violate any third party rights of any kind.

The provisions of Special Appendix 8 shall apply.

11. DELAY AND LIQUIDATED DAMAGES

Where the Supplier fails to provide timely delivery of a Delivery Item, and this is not due to circumstances on the part of the Buyer or force majeure, cf. clause 15, such delay shall constitute delay in performance, whether or not the entire Delivery Item or only part thereof is delayed (partial delay/back order).

Where a delay occurs or is expected to occur, the Supplier shall promptly take effective steps to remedy or - if this is not possible - to reduce such delay. The Supplier shall furthermore promptly notify the Buyer in writing that delay has occurred or is expected to occur and state the cause of such delay and its expected duration with information about cause of the delay and also an indication of when the agreement is expected to be fulfilled. This information shall be evident in the Database System as well. In the notification, the Supplier shall state the steps which will be taken by the Supplier to remedy or reduce the delay.

In the event of delay of a Delivery Item, the Supplier shall pay to the Buyer daily Liquidated Damages. The Liquidated Damages shall be calculated per Day on the basis of the price of the Delivery Items delayed.

The Liquidated Damages shall be at a rate of 2 (two) % of the delayed Delivery Item per Day, however not less than 150 (one hundred and fifty) DKK per day.

The total Liquidated Damages amount of delay of Delivery Items shall not exceed 10 (ten) % of the total annual invoiced price each year.

The Buyer shall not be entitled to any damages for delay in addition to Liquidated Damages for delay.

12. DEFECTS

The Supplier shall be notified within reasonable time of any Defects found. Reasonable time shall never be less than 14 (fourteen) Days. Immediately hereafter, the Supplier shall confirm the receipt of such notice and take necessary action to mitigate the Buyer's loss or the disruption caused by the Defects.

The Supplier shall be entitled to remedy the Defect (repair) if this can take place immediately after receipt of the above notification and without costs or undue delay to the Buyer.

If such remedial action cannot be made within the time frame stipulated, or the remedial action fails to remedy the Defect, the Supplier shall deliver new Delivery Items (redelivery) in replacement of the defective Delivery Items at the Supplier's cost.

If redelivery cannot take place without undue delay or costs to the Buyer, or does not lead to the Delivery Items being free of Defects, the Buyer shall be entitled to claim a price reduction, whereby the Buyer shall only pay such price for the defective Delivery Items as is deemed fair and reasonable taking into account the nature and number of the Defects in question, including the ability to fulfill the Fit for Purpose obligation.

The Buyer's rights under this clause shall be without prejudice to the Buyer's use of any other remedies of breach.

If Defects are characterised as a System Defect, the Supplier shall replace or modify, free of charge, all the Delivery Items previously delivered according to the Agreement in order to eliminate the cause of the Defect in question in all the Delivery Items without deviating from the specifications. If the Supplier can document that the System Defect in question is

limited to a specific product type produced within the same batch or batches, the replacement or modification of the Delivery Items may be limited to those Delivery Items produced within the same batch or batches.

In case of a System Defect DALO is furthermore entitled to claim an appropriate price reduction in accordance with the above mentioned principles.

If Defects are remedied by replacing an item or part of an item, a new Defects Liability Period for such replaced items shall begin, cf. clause 9.1.1.

13. DAMAGES, INSURANCE AND LIABILITY CAP

The Parties shall be liable in damages pursuant to the general rules of Danish law.

However, neither Party shall be liable for business interruption loss, loss of profits, nor other indirect loss, unless the loss is caused by gross negligence or willful misconduct on the part of the Party causing the loss, or if the loss concerns the Supplier's liability for a) product liability for personal injury or b) violation of intellectual property rights, cf. clause 10.

The Supplier shall take out and maintain product liability insurance and professional liability insurance at a level ensuring coverage for personal injury and property damage on buyer equipment caused by the Delivery Items or the use of the Delivery Items in accordance with good industry standard.

Upon the Buyer's request, the Supplier shall submit to the Buyer a copy of insurance policies to demonstrate the existence and the level of coverage. However, the Supplier shall be entitled to delete information concerning the amount of policy premium payment before such submission to the Buyer.

The Parties' liability under the Agreement shall be limited to DKK 60.000.000,00[. This liability cap shall not include Liquidated Damages paid according to clause 11, and shall not apply in case of willful misconduct or gross negligence. This liability cap shall apply equally to the total liability of all Buyers under the Agreement.

14. TERMINATION

With respect to the Buyer's cancellation of a Purchase Order/Requisition clause 5.2 shall apply.

14.1 Termination for Cause

Where breach has occurred or is expected to occur, the Party in breach shall promptly notify the other Party in writing of the breach, the cause of the breach, and when the breach is expected to be remedied. The Supplier shall furthermore promptly notify DALO in writing in the event of any breach of the Buyer's obligations caused by any other party than DALO.

14.1.1 Buyer's termination of a Purchase Order/Requisition

The Buyer shall be entitled to promptly terminate a Purchase Order/Requisition, in whole or in part, if the Supplier is in material breach of such Purchase Order/Requisition. The following breaches shall always be deemed to constitute material breach of the Purchase Order/Requisition, which shall entitle the Buyer to terminate the Purchase Order (the list is not exhaustive):

- a) If the maximum Liquidated Damages as set out in clause 11 has been reached.
- b) If the Delivery Item is subject to a Defect and the Supplier has failed to remedy the Defect by repair or redelivery within a reasonable period of time.
- c) If the Supplier has committed several breaches which, separately, are not material, but which as a whole are material to the Buyer.
- d) If any event stated in Special Appendix 8, clause 5 occurs.
- e) If the Supplier is in breach of the Warranty obligations with respect to the Delivery Item, cf. clause 9.
- f) If the Agreement has been terminated by DALO, cf. clause 14.1.2.

Where the conditions for termination of a Purchase Order/Requisition are complied with, and where the Buyer is unable to reasonably exploit or use of one or more previous and/or future Delivery Items due to the interconnection of the Delivery Items, the Buyer shall be entitled to terminate such previous and/or future Delivery Items.

The Supplier shall not be entitled to payment for terminated Purchase Orders/Requisitions.

Upon termination, the Supplier shall promptly reimburse the Buyer the payment of the Deliverables covered by the termination without any deduction.

The Supplier shall not be entitled to terminate a Purchase Order/Requisition, unless the Buyer fails to make timely payment hereof, and such failure has not been remedied upon notice in writing to the Buyer and DALO of not less than 60 (sixty) Days.

14.1.2 Termination of the Agreement

14.1.2.1 DALO's termination of the Agreement

DALO shall be entitled to terminate the Agreement, in whole or in part, with a notice of 30 (thirty) Days, if the Supplier commits a material breach of the Agreement, unless the Supplier has remedied such breach within this period. This shall also apply if the breach is committed against another Buyer than DALO. The following breaches (the list is not exhaustive) shall always be deemed to constitute a material breach:

- a) If the Supplier fails to offer the Deliverables set out in Appendix C.
- b) If the Supplier has repeatedly committed material breach of a Purchase Order/Requisition.
- c) The Supplier's failure to take out or maintain insurance pursuant to clause 13.
- d) If a Buyer is met with a legitimate claim from a third party due to violation of third party rights by the Buyer's acquisition or use of the Delivery Item, and the Supplier is unable to cease the violation.
- e) Failure to promptly remedy a defect upon the Buyers or DALO's request and/ or failure to compensate in full any damage caused in the performance of the Agreement.
- f) In the event of repeated and/or serious non-compliance with the requirements related to the labour clause and/or CSR requirements, cf. clause 4.1 and Appendix B.
- g) In the event of several breaches at the same time which, separately, are not material but which, as a whole, are material to the Buyer, or repeated individual breaches have been committed which, separately, do not constitute material breach.
- h) In the event of the Supplier's bankruptcy, unless the Danish Consolidated Act no. 11 of 6 January 2014 on Bankruptcy as amended (in Danish "Konkursloven"), prevents this. In this case the bankruptcy estate must, within 2 Working Days after receipt of

an inquiry in writing from DALO, announce whether or not the bankruptcy estate wants to become a party to the Agreement.

- i) In the event of the Supplier's commencement of restructuring proceedings, unless the Danish Consolidated Act no. 11 of 6 January 2014 on Bankruptcy as amended (in Danish "Konkursloven"), prevents this. In this case, the reconstructor must, within 2 Working Days after receipt of an inquiry in writing from DALO, announce whether or not the Supplier wants to remain a party to the Agreement.

The Supplier shall not be entitled to terminate the Agreement due to the Buyer's failure to make payment, if the Buyer has notified the Supplier of Defects in the Delivery Item, or if the Buyer has given written notice of setoff, or if the Buyer is otherwise entitled to retain the purchase sum in whole or in part pursuant to the terms of the Agreement. The Buyer shall not set off or retain any amounts exceeding the claim calculated by the Buyer.

In the event of the DALO's termination of the Agreement, the Supplier shall be obliged to repay the full sales price without deduction of payment for Services which due to the termination become unfit for the Buyer's purpose, even where these Services are not subject to a Defect.

14.1.2.2 Supplier's termination of the Agreement

If the Buyer repeatedly fails to make timely payments of specific Purchase Orders/Requisitions, this shall constitute a material breach of the Agreement.

The Supplier shall give a notice in writing of not less than 60 (sixty) Days to the Buyer and DALO that the Agreement will be terminated. The Buyer or DALO shall then be entitled to remedy the breach by payment within the time-limit, in which case the Supplier shall not be entitled to terminate the Agreement.

14.2 Termination due to violation of the public procurement rules

14.2.1 Buyer's termination of a Purchase Order/Requisition

The Buyer shall be entitled to terminate a Purchase Order/Requisition as set out in Appendix G.

14.2.2 DALO's termination of the Agreement

DALO shall be entitled to terminate the Agreement as set out in Appendix G.

14.3 Termination due to compulsory grounds for exclusion

14.3.1 Grounds for exclusion present at the time of award

Pursuant to § 185 (1), 2) of the Public Procurement Act, a contracting authority may terminate a contract where the supplier was subject to one of the grounds for exclusion under §§ 135-137 at the time of award of the contract with subsequent exclusion of the supplier from the procurement procedure. The Parties' agree that this also applies if the Agreement is subject to the Defence and Security Directive.

If DALO ascertains that the Supplier or any Subcontractor(s) at the time of award of the Agreement was subject to a compulsory ground for exclusion as stated in or equivalent to §§ 135 and 136 of the Public Procurement Act, DALO shall give the Supplier an appropriate time limit to document that the Supplier is reliable in accordance with or equivalent to § 138 of the Public Procurement Act.

If the Supplier has not provided documentation for the Supplier's reliability satisfactory to DALO within the time limit, DALO shall be entitled to terminate the Agreement with a written notice of 1 (one) month.

Correspondingly, DALO shall give the Supplier an appropriate time limit to document that the Supplier is reliable in accordance with or equivalent to § 138 of the Public Procurement Act, if the compulsory ground for exclusion (a) concerns any Subcontractor(s) on which the Supplier is based in accordance with or equivalent to § 144 (5) of the Public Procurement Act, or (b) concerns any Subcontractor(s) where the Supplier on DALO's request has submitted a declaration stating that the Subcontractor(s) are not subject to grounds for exclusion in accordance with or equivalent to § 177 (5) of the Public Procurement Act.

If the reliability of the Subcontractor in question has not been documented satisfactory to DALO within the time limit, the Supplier shall replace the Subcontractor and give notice to DALO with whom the Subcontractor is replaced by in accordance with or equivalent to §§ 177 (5) and 147 of the Public Procurement Act.

DALO may demand any pending Deliverables under the Agreement that has not yet been made shall be suspended during the self-cleaning period. The Supplier is not entitled to any payment for suspended deliverables.

The Supplier is further not entitled to any damages/compensation for loss in connection with suspension or termination.

14.3.2 Grounds for exclusion emerged throughout the duration of the Agreement

If the Supplier or any Subcontractor(s) throughout the duration of the Agreement becomes subject to a compulsory ground for exclusion in accordance with or equivalent to §§ 135 (1) or (2) of the Public Procurement Act, the Supplier shall immediately give written notice to DALO.

Furthermore, the provisions set out in clause 14.3.1 apply correspondingly.

15. FORCE MAJEURE

If a force majeure event occurs, the Parties' obligations towards each other shall be suspended for the time being, provided that the force majeure event is notified to the other Party with supporting arguments and particulars describing the nature and extent of the force majeure event as soon as the Party in question has become aware of a force majeure event.

To this effect, force majeure shall be defined as an event that is (a) outside the control of the Parties, and of a certain qualified nature (war, hostilities, riots, nuclear or natural disasters, etc.), (b) unforeseeable or not reasonably foreseeable at the time of Order Confirmation for a Purchase Order/Requisition and (c) ought not to be overcome neither by reasonable investments of work nor money.

It is specifically agreed that any export restriction shall not be regarded as a force majeure event, unless the Supplier documents that appropriate measures have been timely taken to obtain and maintain all relevant export and licenses and other clearances necessary for the Delivery, and upon the occurrence of such force majeure event, without undue delay,

investigate whether substitute Deliverables can be lawfully obtained from other sources. In case such delivery of substitute Deliverables is possible, the Supplier shall deliver such without undue delay.

If the force majeure event continues beyond 120 (one hundred and twenty) Days – not necessarily consecutive, but within the same 180 (one hundred and eighty) Days – each Party shall be entitled to terminate the Agreement. In such instance, the Supplier shall be entitled to receive payment for Deliverables delivered until the force majeure event occurred and DALO shall only be liable to pay an amount equivalent to the Delivery Items received.

Notwithstanding the foregoing, if the force majeure event only extends to some and not all Delivery Items, the Buyer(s) in question shall be entitled, but not obliged, to claim Delivery of such Delivery Items.

Neither Party shall make any claim against the other Party based on a force majeure event.

16. SPECIAL PROVISIONS

16.1 Special Appendices

For the performance of the Agreement, the Special Appendices and special provisions set out in the clauses below shall also apply.

Special Appendix 1: Quality requirements, quality management and quality assurance

Special Appendix 2: N/A Testing

Special Appendix 2(A): N/A DALO's quality requirements regarding acceptance test procedures

Special Appendix 2(B): N/A DALO's quality requirements regarding acceptance test of software (SW) releases

Special Appendix 3: Progress meetings

Special Appendix 4: N/A The Buyer's right of repair

Special Appendix 5: Education and training



- Special Appendix 6:** N/A Export, import and end-user certificate
- Special Appendix 6a:** N/A The Supplier's end-user reservations at the tender stage (will be provided by the Supplier)
- Special Appendix 6b:** N/A The Supplier's draft end-user certificate (will be provided by the Supplier)
- Special Appendix 7:** N/A Procedure regarding discontinued Spare Parts and substitution thereof
- Special Appendix 8:** Intellectual property rights
- Special Appendix 9:** N/A Security provisions concerning classified information
- Special Appendix 10:** N/A The Buyer's audit
- Special Appendix 11:** The Buyer's participation
- Special Appendix 11a:** Lending Agreement template
- Special Appendix 11b:** Equipment Documentation Overview
- Special Appendix 11c:** Government Furnished Equipment (GFE)
- Special Appendix 12:** N/A The Buyer's delivery of spare parts
- Special Appendix 13:** Price adjustment
- Special Appendix 14:** N/A Documentation requirements
- Special Appendix 15:** Key Performance Indicators (KPI)

16.2 International operations

The Supplier shall be able to deliver any relevant Deliverables for international operations within a Danish or an allied camp and in accordance with the requirements of the Purchase Order/Requisition and the Agreement. The Supplier shall use the mode of transport indicated by the Buyer and will receive payment for any extra documented costs.

16.3 Security Classification

N/A

17. PUBLICATION

The Supplier shall not make any press statements or undertake any publicity, advertising or marketing campaigns, including - but not limited to - recruitment, specifically referring to the Agreement without the prior written consent from DALO.

18. NOTICES

Unless otherwise stated in the Agreement, any notice between the Parties shall be in writing and be sent by e-mail to:

The Supplier: [INDSÆT]

DALO: Technical matters Gert Vallø Jensen, FMI-LU-FS08@MIL.DK

For notices regarding Purchase Orders/Requisitions, notice shall be sent to the contact person stated in the Purchase Order/Requisition.

The Parties shall give notice of any changes regarding new contact person or contact information.

19. AMENDMENTS TO THE AGREEMENT

The Agreement shall not be amended in any other way than by written amendment signed by both Parties in order to be legally valid. Such amendment shall be numbered consecutively and shall be issued in 2 (two) original copies, one of which shall rest with the Supplier and one with DALO.

However, changes regarding the Supplier's contact information (addresses, e-mail, point of contact), DALO's name, e-mail and point of contact can be made by e-mail between the Parties. Such changes shall be valid when both Parties have confirmed receipt of such an e-mail.

20. ASSIGNMENT AND CHANGE-OF-CONTROL

20.1 The Supplier

The Supplier shall not transfer any obligations or rights arising out of the Agreement to any other party without the prior written approval of DALO.

If the ownership of the Supplier changes, in whole or in part, during the term of the Agreement, the Supplier shall inform DALO thereof in writing.

If the Supplier or the owner(s) of the Supplier is a company with limited liability/has securities admitted to trading on a regulated market, this provision shall only apply if the change of ownership gives rise to a notification requirement under the Danish Companies Consolidated Act no. 763 of 23 July 2019 with amendments (in Danish: "Selskabsloven" med ændringer)/the Danish Consolidated Act no. 377 of 2 April 2020 regarding Capital Markets with amendments (in Danish: bekendtgørelse af lov om kapitalmarkeder "kapitalmarked-sloven" med ændringer) or would give rise to such a notification requirement if the Danish Companies Act/the Danish Act regarding Capital Markets did apply.

If the change of ownership of the Supplier in DALO's opinion might threaten the proper performance of the Agreement in regard to safety and security approval, DALO shall be entitled to issue a written notice to the Supplier with a time limit of 30 (thirty) Days to remedy the issue. If DALO has not received documentation within the time limit that appropriate remedial action has been taken, DALO shall have the right to terminate the Agreement in its entirety with a written notice of 10 (ten) Days.

DALO shall also be entitled to terminate the Agreement, if the new owner or controlling party is a person or a company incompatible with the status as supplier of war material, cf. also the Danish War Material Act, Consolidated Act no. 1004 of 22 October 2012 (in Danish: Lov om krigsmateriel mv.).

20.2 DALO and the Buyer

DALO shall be entitled to transfer the obligations and rights of the Agreement to another state authority or public body wholly financed by the Danish State.

The Buyer shall be entitled to transfer a Purchase Order/Requisition to another state authority or public body wholly financed by the Danish State.

21. PRECEDENCE AND INTERPRETATION

The Agreement constitutes the entire agreement and understanding between the Parties, as regards the Delivery of Purchase Orders/Requisitions, as supplemented by the Purchase Order/Requisition in question. The Agreement shall take precedence of any previous agreements, understandings, negotiations, and communication between the Parties, whether oral or written. Any part of the tender documents which is not included in the Agreement shall not form part of the contractual basis.

If there is a discrepancy between the wording of the Agreement, the wording of Appendices A-I and/or the wording of the Special Appendices set out in clause 16 and/or the wording of the Purchase Order/Requisition, the documents shall take precedence in the following order:

1. This framework agreement
2. The Special Appendices and special provisions set out in clause 16
3. Appendix A
4. Appendices B + D-I.
5. Appendix C
6. The Purchase Order/Requisition unless otherwise specifically stated in the Purchase Order/Requisition.

A waiver by either Party of any right under the provisions of the Agreement shall not be deemed as or constitute a waiver of other rights under the Agreement (regardless of whether the provisions resemble each other), and such waiver shall not constitute a permanent waiver of that right, unless the Agreement is amended as set out in clause 19.

A failure or delay by either Party to exercise any right arising out of or in connection with the Agreement, whether express or implied, shall not constitute a waiver of that right, nor shall it preclude or restrict the further exercise of that right.

If any provision of the Agreement is found by any competent public authority, court or arbitration tribunal to be invalid, illegal or unenforceable, that provision shall be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

DALO and the Supplier shall then use their respective best efforts to negotiate in good faith an enforceable replacement provision that, to the greatest extent possible while complying with the procurement rules, reflects the intent or serves the purpose of the severed provision.

22. DURATION, EXPIRY OF THE AGREEMENT AND REPOSSESSION

22.1 Duration

The Agreement shall become effective at Commencement. The Agreement shall expire without notice 4 years after Commencement.

22.2 Expiry of the Agreement

Upon the expiry or termination of the Agreement - regardless of its cause - the Supplier shall submit to DALO systematized information regarding all Delivery Items. This information shall be submitted in a common spreadsheet format (such as Excel or equivalent) and contain the information set out in clause 7.2. Furthermore, the Supplier shall cooperate, to the extent required, with any new supplier with respect to the handover of the responsibilities to such new supplier. The Supplier shall receive no separate remuneration for such assistance.

22.3 Repossession of the Buyer's assets on the Supplier's facilities

If any of the Buyer's assets has been placed at the Supplier's facilities (e.g. for repair services), the Supplier must mark these as the Buyer's property. Additionally, the Buyer shall, upon expiry or termination, be entitled to access the Supplier's facilities in order for the Buyer to retrieve such assets. The Supplier shall assist the Buyer herewith.

23. SURVIVABILITY

At expiry of the Agreement or if the Parties agree, by an amendment to the Agreement, that the Agreement should no longer be in force, the following obligations and provisions, shall however remain in force:

1. The Supplier's obligations regarding warranty in clause 9.
2. The Supplier's obligations regarding intellectual property rights in clause 10 and Special Appendix 8.
3. The Supplier's obligations concerning publication in clause 17.
4. The provision in clause 24 regarding Governing Law and Arbitration.
5. Any outstanding Purchase Orders/Requisitions.

24. GOVERNING LAW AND ARBITRATION

Any dispute arising out of or in connection with the Agreement, including any Purchase Order, shall be governed and construed in accordance with Danish law, substantive as well as procedural, however excluding choice-of-law rules and the United Nations Convention on the International Sale of Goods (CISG)

Any dispute arising out of or in connection with the Agreement, including any disputes regarding the existence, validity or termination thereof or regarding any Purchase Order/Requisition, shall be settled by arbitration administered by The Danish Institute of Arbitration in accordance with the rules of arbitration adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced.

The arbitration tribunal shall consist of 3 arbitrators. DALO and the Supplier shall each be entitled to appoint an arbitrator. The chairman of the arbitration tribunal shall be appointed by the Institute. The seat of the arbitration court shall be in Copenhagen and the language of the proceedings English. Danish speaking witnesses shall be examined in Danish unless the Parties agree otherwise. In case Danish speaking witnesses appear before the tribunal then the Parties or the Institute shall be requested to organise fully qualified and officially accredited independent English / Danish interpreters.

25. AUTHORISING SIGNATURES

The Agreement is drafted in two original copies, both of which shall be signed by the Supplier and DALO. By their signatures to the Agreement, the signatories warrant that they have the authority to commit the Party to the Agreement on whose behalf the Agreement is signed.

DALO and the Supplier agree by their signature to the Agreement that Appendix G to the Agreement shall constitute a separate agreement between DALO and the Supplier, which shall be valid whether or not the Agreement should be found ineffective.

For and on behalf of DALO:

For and on behalf of the Supplier:

Date:

Date:

Signature

Signature

Name in capital letters

Name in capital letters

Witness to the signature

Witness to the signature

Name in capital letters

Name in capital letters