Acquisition Contract

No. 460000[XXXX]

concerning

the acquisition of a noise monitoring system (NOMOS) with services

**between**

the Danish Defence Acquisition and Logistics Organization

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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**RECITALS**

Today, the Parties have entered into the following Contract,

Whereas the Parties wish to enter into the following contract regarding the delivery and service of 1 (one) NOMOS.

Whereas the Noise Monitoring System (NOMOS) shall be used by the Danish Defence to measure, store and analyse noise events correlated with aircraft operations, and shall generate reports for internal DALO noise compliance requirements and to enable calculation of the total noise footprint and handling of public complaints

Whereas the noise monitoring system (NOMOS) involves the following 3 (three) sub systems:

1. Noise monitoring terminals (NMT). Hardware and software for continuous monitoring of noise. Both fixed and mobile terminals are used.

2. Aircraft noise and flight track monitoring. Hardware and software to store and analyse noise events, correlate with aircraft operations, and generation of reports for noise compliance, to enable calculation of total noise footprint and handling of public complaints.

3. Environment information system. Internet portal for providing relevant flight and noise data for residents.

Whereas the Supplier shall deliver both fixed and mobile NMTs. DALO shall provide the sites and the necessary connecting power outlets where the fixed NMTs are to be installed. The Supplier shall deliver all civil works (foundation, ground connection and fence) in connection with the establishment of the NMT site. Thus, DALO has the responsibility to deliver the necessary sites and DALO has the responsibility for the negotiation with private property owners concering the right to install NMTs on their sites. It can take time to negotiate such deals. If DALO has not established the necessary rights to install the fixed NMTs on the sites of the private property owners at the time when installation of the fixed NMTs are possible DALO will conduct a test of the NOMOS, but only with the mobile NMTs. When a right to install the fixed NMTs on the site of the private property owners has been established the Supplier shall deliver the fixed NMTs and a test will be conducted on the complete NOMOS system. The Supplier will receive payment in accordance with the extent of the delivered NOMOS. If DALO has at the time when installation of the fixed NMTs are possible obtained the necessary rights to install the fixed NMTs on the site of the private property owners a joint test of the complete NOMOS will be conducted.

Whereas NOMOS shall be sustained for a period of 15 (fifteen) years.

Whereas there are options to further acquire:

* 1 (one) fixed NMT for Skrydstrup Air Base with service until expiry of the Contract
* 1 (one) NOMOS for Karup Air Base with service until expiry of the Contract
* 1 (one) fixed NMT for Karup Air Base with service until expiry of the Contract
* 1 (one) NOMOS for Aalborg Air Base with service until expiry of the Contract and
* 1 (one) fixed NMT for Aalborg Air Base with service until expiry of the Contract

Whereas the Supplier acknowledges and agrees that:

1. the specification of the requirements for the Deliverables of the Contract is the result of a resource intensive approval and procurement process carried out by DALO in accordance with the Danish Act no. 1564/2015 on Public Procurement (in Danish: “Udbudsloven”)
2. DALO has relied on the Supplier's representations about time and quality as stated in the offer and the Contract, and
3. DALO has therefore determined that the Contract gives DALO value for money on the basis that full acceptance of all Deliverables is achieved without Delay and at the agreed standard and quality.

# Definitions

**"Annex”** means any enclosures expressly mentioned in the Contract as an Annex.

**"Certificate of Conformity"** means a document, signed by the Supplier which states that the Deliverables conform to the Contract requirements.

**"Contract"** means this contract, including its Annexes, collectively.

**"Day"** means a calendar day.

**"Defect"** means the non-conformance of the Deliverables and/or Delivery Item, i.e. when the Deliverables do not conform with the Contract/Purchase Order including being Fit for Purpose and/or applicable industry standards and/or good workmanship and/or do not fulfill DALO’s needs, where the Supplier is aware of these.

**"Defects Liability Period"** means a period in which the Supplier warrants that the Deliverables and Delivery Items conform to all the requirements and provisions of the Contract.

**"Delay"** means the non-performance of the Supplier with regard to Delivery in accordance with the Delivery Time, or when a substantial part of the Deliverables is not delivered in the agreed quality and this is not due to force majeure or to circumstances for which DALO is responsible.

**"Deliverables"** means all products and services that the Supplier shall deliver according to the Contract, cf. Annex A.1 and Annex A.2.

**"Delivery"** means the physical handing over of the Deliverables and/or completion of the Delivery Item from the Supplier to DALO and, if applicable, the completion of the Site Acceptance Tests (SAT1 and SAT2) and DALO’s signing of the Certificate of Conformity (CoC).

**“Delivery Item”** shall mean the Services to be delivered to DALO by the Supplier pursuant to a specific Purchase Order.

**"Delivery Time"** means the time for Delivery stated in clause 2.14.

**"Fit for Purpose"** shall mean that all the Deliverables are in the condition set out in the Contract, cf. also Annex A, thereby ensuring that DALO's purpose of acquiring the Deliverables, at the time entering into the Contract, can be achieved, cf. the recital, and fitted into the existing structure of the Danish Defence, cf. clause 2.1.

**“Initial Training Courses”** means the training courses that has to be conducted before Delivery of NOMOS.

**“NOMOS”**  means the Noise Monitoring System as described in Annex A.1.

**"Partial Delivery"** means a delivery of only a part of the Deliverables, when the Partial Delivery is accepted by DALO.

**"Price"** means the total price for the Deliverables in accordance with the Contract and the price for the Delivery Item all as specified in clause 5.

**"Purchase Order"** shall mean DALO’s written order for a Delivery Item with the Supplier.

**"Site Acceptance Test"** (SAT) means a test(s) to be performed by the Supplier at DALO’s location, or at such location as may be pointed out by DALO, in the presence of DALO’s representatives, in order to demonstrate that the extent of the Deliverables conform to the requirements and obligations of the Contract. A Site Acceptance Test shall be carried out when the Deliverables or parts hereof have been installed and incorporated into DALO’s existing equipment and systems in accordance with the Contract.

**"Warranty"** means a guarantee from the Supplier whereby the Supplier undertakes to repair or replace the Deliverables, when the Deliverables do not conform to all the requirements of the Contract. The meaning of the word "Warranty" shall be fully interchangeable with the word "guarantee".

# Supplier's obligations

## Generally

The Supplier shall deliver all the Deliverables specified in 1) Annex A.1 and the Initial Training course at the times specified in Annex M and 2) Annex A.2 at the times specified in the Purchase Order.

Delivery of a Delivery Item shall take place after receiving a Purchase Order from DALOin accordance with the procedure set out in clause 2.3.

Partial Deliveries shall not be made unless explicitly approved by DALO in a written amendment to the Contract. Displaced delivery of fixed NMTs shall not constitute a partial Delivery.

The Supplier shall ensure and warrant that any Deliverables provided under the Contract are Fit for Purpose as specified in the Contract, including the recitals. At all times during the Defects Liability Period, the Deliverables shall be of such quality and in such condition as to fulfil all the specific requirements of the Contract.

The Supplier warrants that the design, materials used, and the workmanship applied when producing the Deliverables conform with all the provisions of the Contract and that the Deliverables meet the requirements, including the provisions and specific requirements set out in Annex A.1 and Annex A.2.

If the Contract does not stipulate a specific standard of design, development, or production, the Supplier shall apply best industry practice relevant to the Deliverables.

The Deliverables shall furthermore be in compliance with all regulations and standards applicable in Denmark, including EU law applicable in Denmark and those related to environmental and worksafety matters, at the time of Delivery.

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

## Export Procedures and End-user Certificates

If the Supplier's delivery of the Deliverables is conditioned upon an end-user certificate being issued from the country of origin and/or the Supplier's country, the Supplier shall make all arrangements necessary to ensure that an end-user certificate with the same conditions or better than those submitted in Annex G will be issued, legalized and signed by the relevant authorities.

Upon the request from the Supplier, DALO will give the Supplier reasonable assistance (e.g. sign documents and confirm applications for approval, etc.) required to facilitate the Supplier's obtaining of an export license or other approval and end-user certificates.

However, this shall not in any way limit the full responsibility that rests with the Supplier to take all reasonable steps to ensure the provision of any export license, end-user certificate or approval required for the Deliverables.

As an integral part of the obligations of the Contract and within the Price, the Supplier shall arrange customs entry and the payment of

(a) any customs duties applicable to the Deliverables,

(b) any transportation costs, etc.,

in order to deliver the Deliverables at the place of Delivery set out in clause 2.15.

## Purchasing Scope

The Supplier shall deliver 1 (one) NOMOS in the agreed quality and at the agreed price including tests), documentation and codification. Further, the Supplier shall deliver the Initial Training course as specified in Annex F.

The Supplier has submitted a technical proposal enclosed as Annex B.1 and Annex B.2 which DALO has accepted on the basis of the degree of compliance with DALO’s overall and specific requirements.

Delivery of fixed-price yearly services shall take place in accordance with Annex A.2 in the agreed quality and at the agreed price in Annex N. DALO shall order fixed-price yearly services by submitting a Purchase Order to the Supplier at the e-mail [INDSÆT]. No later than 5 (five) Working Days after receipt of the Purchase Order the Supplier shall send an Order Confirmation to DALO.

Delivery of services to be settled on time spent shall take place and be ordered as described in Annex Q.

## Kick-off meeting and progress meetings

Within 30 (thirty) Days after Commencement, the Supplier shall arrange for a kick-off meeting with DALO. DALO shall produce minutes from the kick-off meeting and such minutes shall be signed by both Parties before the end of the meeting. The agenda for the meeting shall include as a minimum:

1. the detailed work plan, cf. below,
2. the Supplier's proposed procedures for obtaining the necessary export licenses and the end-user certificate, cf. clause 2.2,
3. measures already taken since Commencement in order to fulfil the obligations of the Contract,
4. the Supplier's quality plan, cf. Annex L,
5. the Supplier's test management plan, cf. Annex L, and
6. Progress concerning DALOs delivery of sites for NMTs

The Supplier shall submit a proposal for a detailed work plan, indicating when the Delivery of NOMOS takes place, when and where the Supplier expects to have access to the premises belonging to the Danish Defence, when, where and how the Supplier expects DALO to deliver sites for NMTs and access to server facilities in order to fulfil the provisions of the Contract, all however in strict accordance with the previously submitted offer and the tender documents, including Annex M. The detailed work plan shall be approved by DALO. DALO must not unreasonable withhold its approval of the detailed work plan.

The Supplier is obligated to hold progress meetings in accordance with Annex O.

## Training

The Supplier shall perform the training activities included in Annex F in compliance with the requirements contained therein. As a general requirement, the training shall enable DALO to operate all parts of the Deliverables.

The Initial Training Courses and customer training shall be performed in accordance with Annex F and delivered as described in Annex M.

Training shall take place when a Purchase Order has been issued.

Delivery of Initial Training Course and customer training shall be made at the prices stated in Annex N.

## Certificates and documentation

A Certificate of Conformity (CoC) shall on request accompany each Delivery. The CoC shall be in accordance with the template in Annex H.

The Deliverables shall also be accompanied by the requisite product certificates, documentation, instructions for assembly, operating, safety and maintenance and any other information ensuring that DALO will be able to import, export, and use and repair all parts of the Deliverables while complying with applicable law, including EU law applicable in Denmark.

All such documentation, except CoC, shall be submitted to DALO to [FMI-KTP-TECHDOC@MIL.DK](mailto:FMT-KTP-TECHDOC@MIL.DK). Documentation shall be in accordance with the International Specification for Technical Publications (SPEC1000D) or in another electronic version, for instance PDF format. DALO shall receive 1 (one) softcopy and 2 (two) hardcopy of the documentation.

Format of drawings shall be in AutoCAD (.dwg), pictures in JPEG, videos in MPEG and documents in Word-format or PDF. AutoCAD files shall include information about pen setup (colour and line width) and only standard AutoCAD and Windows True Type fonts must be used.

The language of the documentation shall be in English (Simplified Technical English is preferred) unless Danish is agreed upon by the Parties.

DALO shall receive updates for user manuals relating to the system and its subsequent updates of software herein as long as the Contract is in force.

## Quality requirements

DALO’s requirements for quality management and acceptance testing are described in Annex L.

## NATO Codification

The Supplier shall submit to the national codification authority of the producing country any engineering drawings, specifications and related documentation conveying item identification data, and submit any further documentation required by such authority, including draft item identification if so required (in accordance with the guidelines regarding preparation of item identification issued by such authority) in order to obtain new item identification numbers.

In this respect, the Supplier shall fulfill all the requirements stated in Annex C.

All technical data and related draft item identifications, including NATO codification identification numbers, shall be submitted to the national codification authority as soon as possible and no later than 1 (one) month before the Delivery Time.

The Supplier acknowledges that DALO is effectively deprived of the opportunity to use the Deliverables in accordance with the main objectives as described in the recital, if the codification information is not received as agreed, and it is therefore expressly agreed and understood that any delay in delivery of this documentation shall be regarded as a Delay in the delivery of all the Deliverables and shall entitle DALO to make use of all rights and remedies stated in the Contract.

The Supplier shall provide updated information regarding all modifications or design changes made to the Deliverables until 2 (two) years after Delivery.

## Inspections

In accordance with Annex L DALO or DALOs representative in accordance with STANAG 4107 reserves the right to inspect and monitor the preparation and production of the Deliverables which may include documentation from first, second and/or third party, wherever work related to the Contract is performed.

DALO's use of its rights under this clause does not constitute approval of the Deliverables in any way and does not exclude DALO from exercising it rights under the Contract in case of Defects or Delays.

## N/A

## Compliance with applicable law

The Supplier shall comply with all applicable laws governing the execution of the Contract no matter where the Supplier's business is carried out, including the Danish Working Environment Act (lovbkg. Nr. 1084 af 19/09 2017 om arbejdsmiljø).

The Supplier shall also comply with the requirements and specifications regarding labour clause and corporate social responsibility (CSR) set out in Annex J. If the Supplier fails to comply with the requirements set out in Annex J the Supplier shall pay a penalty as set out in Annex J.

## Secrecy and security classification

The Contract or its performance involves access to information classified Danish TIL TJENESTEBRUG or the English equivalent RESTRICTED (including NATO or EU RESTRICTED). The Supplier and any Subcontractors shall fulfill all requirements stated in Annex I.1. A Facility Security Clearance (FSC) will not be required, unless mandated by the laws and regulations of the country that has jurisdiction over the Suppliers/Subcontractors facility (among others mandated in the following countries: Canada, Denmark, Estonia, Luxembourg, Netherlands, Slovakia, Slovenia, Turkey and the United States).

The Supplier and any Subcontractors shall protect NATO and EU classified information no less stringently than applicable NATO and EU security regulations as implemented by the National Security Authority (NSA)/Designated Security Authority (DSA) of the country in which the work is performed and comply with any additional instructions given by the NSA/DSA.

The Supplier shall comply with all instructions relating to security obligations, in particular those relating to supervision of personnel, security procedures, safety of material and actual or presumed sabotage.

If it is necessary for the Supplier to disclose classified matters or documents to any of its Subcontractors, the Supplier shall require of the Subcontractor to comply with the conditions in this clause including Annex I.1.

Subcontracting involving access for the Subcontractor to classified information is subject to the approval of DALO. Approval shall be obtained before beginning negotiations with a view to subcontracting any part of the work which would involve classified information. Subcontractors located and 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.

Failure by the Supplier or any Subcontractor to comply with the security regulations and instructions referred to in this clause shall be deemed to be a material breach of the Contract. In addition, the Supplier may be liable to criminal proceedings.

The obligations of this clause shall always remain in force. This applies notwithstanding how the Contract will end; being in agreement between the Parties, by termination of the Contract by either Party, or in any other way.

## Testing

If applicable, the Supplier shall in accordance with Annex L perform all inspection and testing of the Deliverables necessary to demonstrate conformity with the contractual requirements and shall maintain inspection and test records sufficient to demonstrate the conformity of the Deliverables to the contractual requirements.

### Site Acceptance Test(s)

Upon the Delivery of NOMOS with only the mobile NMTs the Deliverables shall pass an acceptance test (SAT1) at DALO's facilities prior to Delivery, cf. clause 3. The acceptance test shall be performed in accordance with Annex L.

Upon the successful completion of SAT1 the Supplier shall issue a CoC that shall be in accordance with Annex H. The CoC shall be signed by both parties.

Upon the Delivery of fixed NMTs, the full NOMOS with fixed and mobile NMTs shall pass an acceptance test (SAT2) at DALO's facilities prior to Delivery, cf. clause 3. The acceptance test shall be performed in accordance with Annex L.

Upon the successful completion of SAT2 the Supplier shall issue a CoC that shall be in accordance with Annex H. The CoC shall be signed by both parties.

If DALO can take delivery of the complete NOMOS with fixed and mobile NMTs a combined SAT can be performed.

Upon the successful completion of SAT the Supplier shall issue a CoC that shall be in accordance with Annex H. The CoC shall be signed by both parties.

### Signing of CoC

No confirmation from DALO, whether in writing or not, shall be valid unless the CoC have been signed by DALO’s representative.

DALO's signing of the CoC shall not in any way prejudice DALO's rights and remedies in case of Defects and/or Delay, as further described in the Contract.

## Information regarding subcontractors

Upon DALO’s request, the Supplier shall prior to subcontacting any work under the Contract – within reasonable time – give DALO information regarding the use of Subcontractors under the Contract. Such information includes the following 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 and approximated amount of the work to be subcontracted

(d) Names of key personnel at the Subcontractor's facilities involved in the sub-contracted work, including their security status, cf. clause 2.11

(e) Codification of the sub-deliverables coming from the Subcontractor as described in Annex C.

The Supplier is responsible for all Subcontractors, their workmanship, timely Delivery and other matters of relevance to the performance of the Contract as if they were the acts or defaults of the Supplier.

## Delivery Time

The Supplier shall deliver NOMOS as stated in Annex M. Delivery of NOMOS without the fixed NMTs shall have taken place no later than the 18th of December 2020.

The Supplier shall be able to deliver the fixed NMTs no later than the 18th of December 2020. However, if it is not possible for DALO to take delivery of the fixed NMTs on the 18th of december 2020 the Supplier shall be able to deliver the fixed NMTs with 3 months notice. At the time of signing of the Contract DALO will inform if the fixed NMTs are to be delivered no later than the 18th of December 2020.

The Supplier has in the detailed work plan, approved by DALO cf. 2.3.2, stated the exact time of Delivery of NOMOS. The detailed work plan, approved by DALO, is binding on the Supplier and shall become part of Annex M.

The Supplier shal deliver the services in Annex A.2 as described in this Annex.

The Supplier shall not make deliveries ahead of the Delivery Time unless specifically approved in advance and in writing by DALO.

## Place of Delivery

The place of Delivery shall be one of the following depending on the nature of the Delivery:

Delivery of NOMOS shall be delivered at Air Base Skrydstrup, Lilholtvej 26500 Vojens, Denmark.

Delivery of services will be delivered as described in Annex A.2.

# Passing of risk and title

The passing of risk and title concerning NOMOS with only the mobile NMTs takes place when

1. the SAT1 has been passed and the CoC has been signed by DALO.
2. all the associated documentation pertaining to NOMOS have been delivered, including NATO codification numbers etc.

The passing of risk and title concerning the full NOMOS with fixed and mobile NMTs takes place when

1) the SAT2 have been passed and the CoC has been signed by DALO.

2) NATO codification numbers concerning the fixed NMTs have been delivered.

If DALO can take delivery of the complete NOMOS with fixed and mobile NMTs at the same time the passing of risk and title takes place when

1. the combined SAT has been passed and the CoC has been signed by DALO.
2. all the associated documentation pertaining to NOMOS have been delivered, including NATO codification numbers etc.

# N/A

# Price

The Supplier undertakes to fulfil all obligations under the Contract at the prices stated in Annex N.

All taxes, duties and government charges imposed or levied in connection with the Contract, however exclusive of Danish VAT (in Danish: Moms), shall be paid by the Supplier and shall be considered included in the Price.

The Supplier shall submit all invoices inclusive of all taxes, duties and levies and shall specify in the invoice how the VAT is calculated.

# Payment

## Payment conditions

The Supplier shall be entitled to the prices set out in Annex N.

The price for NOMOS shall include all costs of packaging, administration, installation, documentation, test, setting to work etc. The Supplier shall be entitled to no other reimbursement, compensation etc.

DALO shall pay all invoices no later than 30 (thirty) Days after the Supplier has electronically forwarded the invoice, provided that is has been accepted and contains all relevant information. Any cash discount will be calculated on the day of payment.

Payment from DALO in accordance with the provisions of the Contract shall not in any way constitute approval by DALO of the quality or timely receipt of the Deliverables.

The payment for the services:

1. Technical service - Calibration service.
2. Technical service – On-site preventive service.
3. Technical service – On-site corrective service
4. Help Desk service - Customer support.
5. Maintenance Service - Software maintenance service.

shall be payed by DALO as a yearly service fee to the Supplier. DALO will order the first yearly Service Fee when Delivery has taken place according to this contract.

The payment for the services:

1. Training services - Customer training.
2. Maintenance Service – Engineering assistance service

shall be payed by DALO when the service has been delivered and an invoice has been forwarded.

## Invoicing

### Domestic Suppliers and foreign Suppliers with a Danish CVR no.

Domestic Suppliers and foreign Suppliers with a Danish CVR no. shall submit invoices in accordance with the Danish Public Payments (Consolidation) Act No. 798 dated 28 June 2007 (lovbkg. nr. 798 af 28. juni 2007 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 purchase order number 48/53-0000[xxxx], contract number 460000[XXXX], electronic invoicing address; EAN location number, and reference person / staff number to the contact person from DALO assigned to the Contract. 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. However, invoices submitted via [www.virk.dk](http://www.virk.dk) will be accepted.

Any other information or enquiries concerning payment, e.g. credit note, reminder etc., shall be submitted by email to FRS-KTP-KRE@mil.dk.

Payment from DALO in accordance with the Contract shall not in any way constitute acceptance by DALO of the equipment or of timely receipt of the Deliverables, etc.

### Foreign Suppliers without a Danish CVR no.

Foreign Suppliers without a Danish CVR no. shall submit invoices in PDF format referring to purchase order number 48/53-0000[xxxx], contract number 460000[XXXX], and reference person / staff number to the contact person from DALO assigned to the Contract. Invoices shall be attached to an email message addressed to FRS-KTP-KRE-INVOICE@MIL.DK and FMI-KTP-FDD-IMPORT@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, cf. clause 6.2.1.

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.

Any other information or enquiries concerning payment, e.g. credit note, reminder etc., shall be submitted by email to FRS-KTP-KRE@mil.dk.

## Advance payment guarantee

The Supplier shall obtain, and include the cost thereof in the Price for 1 (one) NOMOS, an advance payment guarantee in the amount of 20 (twenty) % of the Price for 1 (one) NOMOS covering the advance payment made to the Supplier.

The advance payment guarantee shall be issued on on-demand terms and with the wording set out in Annex D.

The issuing bank (or equivalent) shall be approved in advance by DALO.

Submission of the advance payment guarantee is the precondition for the advance payment being made.

# WARRANTY

The Warranty under this clause shall be valid in the Defects Liability Period.

The Supplier represents and warrants that the Deliverables delivered according to the Contract conform to all requirements stated therein, including the Fit for Purpose obligation, all applicable industry standards and good workmanship.

All costs in connection with Warranty claims shall be borne exclusively by the Supplier. This shall also apply, if renewal of necessary training sessions is required.

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

1. if the Deliverables or any part thereof have not been operated, maintained, overhauled and stored in accordance with the applicable manuals and documentation; and / or
2. if the Deliverables or any part thereof have been repaired or modified otherwise than by the Supplier in any way which shall have impaired its or their safety or operation or efficiency; and / or
3. if the Deliverables or any part thereof have been subjected to any abnormal condition or to misuse or shall have suffered any accident or combat damage; and / or
4. if any part supplied by the Supplier have been replaced by a part not approved by the Supplier and not supplied by the Supplier.

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

The Warranty shall be valid and in force notwithstanding any prior inspection, control or acceptance of the Deliverables, including DALO's signing of any Certificate of Conformity and / or SATC if relevant.

The Warranty shall also apply in cases where DALO has carried out certain remedial actions and / or work in order to rectify minor Defects in accordance with advice given by the Supplier, cf. clause 8.1, or DALO's maintenance procedures.

## Commencement and duration

The Defects Liability Period for NOMOS with only the mobile NMTs commences after the Delivery of NOMOS with only the mobile NMTs. However, the commencement of the Defects Liability Period is conditioned upon all related documentation to such Deliverables being delivered to DALO in accordance with this Contract and all relevant tests have been passed.

The Defects Liability Period for the full NOMOS with fixed and mobile NMTs commences after the Delivery of the full NOMOS with fixed and mobile NMTs. However, the commencement of the Defects Liability Period is conditioned upon all related documentation to such Deliverables being delivered to DALO in accordance with this Contract and all relevant tests have been passed.

### *Defects Liability Period*

The Defects Liability Period shall cover a period of 12 (twelve) months from the passing of risk.

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

If a Defect makes NOMOS unfit for purpose, the Defects Liability Period shall be renewed when the Deliverables have been redelivered in the quality specified in the Contract.

If the Defect does not affect the intended use of NOMOS, and a part has been redelivered / repaired, the Defects Liability Period shall be extended only for the redelivered / repaired part of the Deliverables and only for a period of time equivalent to the time during which DALO had no use of the defective part of the Deliverables, e.g. the period covering repair, installation, transport, etc.

## Cyber-attack

The Supplier represents and warrants that before signing the Contract DALO has been provided with information regarding any cyber-attacks the Supplier has been exposed to, where the firewall has been broken down or where the Supplier suspects that the attack was targeted on the Contract.

The Supplier represents and warrants that in the event the Supplier is exposed to cyber-attacks, where the firewall has been broken down or where the Supplier suspects that the attack was targeted on this Contract after signing the Contract the Supplier shall provide hereon information to DALO within 3 (three) Days from the occurrence of the attack / the Suppliers awareness of the attack.

The information given to DALO about the attack shall in detail describe the attack, including a list of the data, documents, pictures etc. that could have been compromised.

# Defects

## Generally

The Supplier shall be notified within reasonable time of any Defects found.

Immediately hereafter, the Supplier shall confirm the receipt of such notice and take necessary action to mitigate DALO's loss or the disruption caused by the Defects.

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

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 Deliverables in replacement of the defective Deliverables at the Supplier's own cost.

If redelivery cannot take place without undue delay or costs to DALO, or does not lead to the Deliverables being free of Defects, including being unable to fulfil the Fit for Purpose obligation, DALO shall be entitled to claim a price reduction, whereby DALO shall only pay such price for the defective Deliverables as is deemed fair and reasonable taking into account the nature and number of the Defects in question, including the affected Deliverables ability to fulfil the Fit for Purpose obligation. Thus, if a defective part is causing the Deliverables to be unable to fulfil the Fit for Purpose obligation, DALO shall be entitled to a price reduction not only equivalent to the price of the defective part, but equivalent to the cost of DALO's replacement of the affected Deliverables with leased material, etc.

If the remedying of Defects is conditioned upon the Deliverables being moved or transferred, for instance back to the Supplier's location or the country of origin, all costs in this respect shall be borne exclusively by the Supplier.

In the event DALO requests the Supplier to deliver new Deliverables, and action to redeliver is not taken without undue delay thereafter, DALO shall be entitled to purchase similar Deliverables from, or to remedy or to have the Defect remedied with assistance of, a third party, in both cases for the Supplier's account.

## Material Defects

If the Defects are substantial in number, or the nature of the Defect(s) deprive DALO of the intended use of the Deliverables, this shall constitute a material breach of the Contract, entitling DALO to remedies as set out in clause 10.

# Delay

## The Supplier's Delay.

### 9.1.1 Delay of NOMOS with only the mobile NMTs or delay of the full NOMOS with fixed and mobile NMTs

The Supplier shall immediately notify DALO of any Delays and inform DALO about the reason of the Delay and state a new Delivery Time.

If the Supplier is in Delay, including Delay of the submission of documentation, cf. clause 2.5, or codification data, cf. clause 2.7, the Supplier shall pay liquidated damages to DALO calculated as 2,5 % (two and a half per cent) of the Price for each commenced seven day period.

If Partial Delivery has taken place the liquidated damages shall be calculated on the basis of the part of the Price that is related to the delayed quantity of the Deliverables.

However, if Partial Delivery results in the inapplicability of already delivered Deliverables, the liquidated damages shall be calculated on the basis of the value of all affected Deliverables.

The total liquidated damages cannot exceed 10 % (ten percent) of the Price cf. Annex N.

DALO can terminate the Contract if the total liquidated damages have been reached, cf. clause 10.1, and - if the conditions are satisfied - claim damages, cf. clause 11.1.

If Partial Delivery has taken place DALO may terminate the Contract only with regard to the Deliverables which are in Delay. However, if Partial Delivery results in the inapplicability of already delivered Deliverables, DALO may terminate the Contract.

The Liquidated damages shall be paid upon request from DALO. DALO is entitled to set off any liquidated damages against the Supplier's claim(s) for payment.

Furthermore, in case of Delay, the Supplier shall pay interest on any advance payment made to the Supplier, calculated with the applicable rate from time to time as stated in section 5 of the Danish Interest Act (in Danish "Renteloven") from the Delivery Date and until the Deliverables are delivered.

### 9.1.2 Delay of services

Where the Supplier fails to provide timely delivery of the Initial Training Course or the Delivery Items in ID. No. 14, 17 and 22 in Annex A.2, and this is not due to circumstances on the part of DALO or force majeure, cf. clause 12.4, 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 DALO in writing that delay has occurred or is expected to occur and state the cause of such delay and its expected duration. 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 the Initial Training Course or the Delivery Items in ID. No. 14, 17 and 22 in Annex A.2, the Supplier shall pay to DALO daily Liquidated Damages.

The Liquidated Damages shall be at a rate of 5.000 (five thousand) DKK per Day.

Delay of the Initial Training Course or the Delivery Items in ID. No. 14, 17 and 22 in Annex A.2 shall not exceed 14 Days.

The Liquidated Damages shall be payable or offset weekly in arrears.

If the Supplier has not received a written notice of payment of Liquidated Damages from DALO within 12 months after the Liquidated Damages has fallen due, or if DALO has failed within the same time-limit to set off the amount of the Liquidated Damages against payments to be made by DALO to the Supplier, then DALO shall forfeit the right to the accrued Liquidated Damages.

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

## DALO's Delay

In the event of delayed payment from DALO to the Supplier, the Supplier shall be entitled to interest at the default interest rate applicable to delayed payments (in Danish: "Mora-rente") fixed in clause 5 (1) in the Danish Interest Act.

If the payment from DALO is delayed, and a period of 3 (three) months have lapsed after the Supplier's written notice of the delay, the Supplier may terminate the Contract.

The Supplier shall without undue delay notify DALO in writing of the termination.

DALO not being able to take delivery of the full NOMOS with fixed and mobile NMTs no later than the 18th of December 2020 shall not constitute delay.

# Termination

DALO may terminate the Contract with 1 (one) year notice without cause before expiry of the Contract, cf. clause 12.10.

## The Supplier's non-performance

### 10.1.1 DALO’s termination of the Contract

DALO may terminate the Contract in full or partly on the conditions stipulated in this clause if the Supplier is in material breach of its obligations under the Contract. Material breach includes, but is not limited to, the following situations:

(1) The Supplier's lack of title to the Deliverables,

(2) The Supplier's anticipated non-performance of its obligations, including but not limited to bankruptcy, commencement of restructuring proceedings etc., unless the Danish Consolidation Act no. 11 of 6 January 2014 on Bankruptcy as amended (in Danish “Konkursloven”), prevents this. In this case, the bankruptcy estate/reconstructor must, within 2 (two) Working Days after receipt of an inquiry in writing from DALO, announce whether or not the bankruptcy estate/Supplier wants to become a party o to the Contract,

(3) Material Defect(s), cf. clause 8.2,

(4) Material Delay, including the Supplier's notification of an anticipated material delay, cf. clause 9.1,

(5) Repeated and/or serious non-compliance with the requirements related to applicable law, CSR requirements and/or labour clause, cf. clause 2.10,

(6) Violation of any secrecy and security classification obligations, cf. clause 2.11,

(7) Restrictions on DALO's use of the Deliverables following from any deviation from the end-user reservations set out in Annex G.

(8) If the Supplier fails to offer the Deliverables set out in Annex A.2.

(9) If the Supplier has repeatedly committed material breach of a Purchase Order.

If DALO deems that a material breach has occurred, DALO shall notify the Supplier in writing without undue delay.

If the Supplier has not remedied the breach within 14 (fourteen) Days, DALO can choose to terminate the Contract and make claims for any loss or damages, cf. clause 11.

In case of termination, including termination of only a part of the Contract, DALO shall be entitled to purchase Deliverables similar to those of the Contract both with regard to quality and quantity from a third party for the Supplier's account.

### DALO’s termination of a Purchase Order

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

1. If the maximum Liquidated Damages as set out in clause 9.1.2 has been reached.
2. 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.
3. If the Supplier has committed several breaches which, separately, are not material, but which as a whole are material to DALO.
4. If the Supplier is in breach of the Warranty obligations with respect to the Delivery Item, cf. clause 7.
5. If the Agreement has been terminated by DALO, cf. clause 10.1.1.

Where the conditions for termination of a Purchase Order are complied with, and where DALO 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, DALO shall be entitled to terminate such previous and/or future Delivery Items.

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

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

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

## Termination due to violation of the public procurement rules

DALO shall be entitled to terminate the Contract with a written notice of 1 (one) month, if DALO's decision to enter into the Contract is annulled (in Danish: "annulleret") by the Danish Complaints Board for Public Procurement or the courts. This includes annulment due to § 185(2) of the Danish Act no. 1564 of 15 December 2015 (in Danish: “Udbudsloven”).

DALO shall be entitled to terminate the Contract, if the Danish Complaints Board for Public Procurement or the courts declare the Contract ineffective (in Danish: "uden virkning"). DALO shall then be entitled to terminate the Contract in whole or in part in accordance with the notice given in the decision. In this instance, the Contract shall cease to have effect from the time stipulated in the decision.

The Supplier's claim for damages in these situations shall be settled in accordance with the principles of tort in Danish law, cf. however clause 11.2.

Furthermore, the reservation for termination due to violation of the public procurement rules with a notice as stipulated above shall be taken into account when calculating the Supplier's loss. If the Supplier knew - or ought to have known - the factual or legal grounds leading to the Danish Complaints Board for Public Procurement or the court's decision declaring the Contract ineffective or DALO's decision to enter into the Contract annulled (as the case may be), the Supplier shall not be entitled to raise any claim for damages against DALO.

## Termination due to compulsory grounds for exclusion

The Supplier shall notify DALO immediately if the Supplier (or any subcontractor) becomes subject to a compulsory ground for exclusion, as stated in or equivalent to § 135, subsection 1 and 2, of the Danish Act no. 1564 of 15 December 2015 (in Danish: “Udbudsloven”).

If the compulsory ground for exclusion concerns a subcontractor the Supplier shall at the same time give notice if and with whom the subcontractor is replaced, as stated in or equivalent to § 177, subsection 5, and § 147 of the Danish Act no. 1564 of 15 December 2015 (in Danish: “Udbudsloven”).

DALO shall then give the Supplier a time limit (fixed by DALO) to establish that he is reliable in accordance with or equivalent to the self-cleaning procedures in § 138 of the Danish Act no. 1564 of 15 December 2015 (in Danish: “Udbudsloven”). If this has not been established to DALO’s satisfaction at the expiry of the time limit, DALO shall be entitled to terminate the Contract with a written notice of 1 (one) month.

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

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

# Damages and Liability Cap

## Damages

Without prejudice to any other remedy stated in the Contract, DALO shall be entitled to claim damages for any loss or damage suffered due to the Supplier's non-performance of its obligations under the Contract. However, DALO shall not be entitled to any damages for Delay in addition to the liquidated damages paid in accordance with clause 9.1.

Damages will be claimed in accordance with the general rules of Danish law.

## Indirect losses, liability Cap and insurance

### 11.2.1 Indirect losses and liability cap

The Parties' liability towards each other in connection with the performance or non-performance of the obligations following from the Contract shall be determined in accordance with the general rules of Danish law. However, the Parties shall not be held liable for indirect losses, including in particular loss of profits, loss of trade, loss of savings, loss of income and loss of goodwill.

The Supplier's liability, however, shall be limited to 15 (fifteen) million DKKce. The liability cap shall not include Liquidated Damages or penalty paid in accordance with clause 2.10 or product liability for personal injury.

With respect to property damage the liability cap shall apply to product liability that exceeds the insurance coverage. The liability cap shall neither apply to personal injury nor in case of the Supplier’s non-performance of its obligation to take out product liability insurance in accordance with clause 11.2.2.

The Supplier’s liability cap shall not apply in case of wilful misconduct or gross negligence.

### 11.2.2 Insurance

The Supplier shall take out and maintain product liability insurance and professional liability insurance at a level in accordance with good industry standard ensuring coverage for personal injury and property damage caused by the Deliverables or the use of the Deliverables in accordance with any manuals and instructions from the Supplier.

The Supplier shall on DALO's request provide documentation that the insurance requirement has been complied with.

In regard to property damage the liability cap in clause 11.2.1 shall apply to product liability that exceeds the insurance coverage. The liability cap shall neither apply to personal injury nor in case of the Supplier's non-performance of its obligation to take out product liability insurance in accordance with this clause.

# Miscellaneous

## DALO's right of property

All items delivered by DALO as well as models, drawings, tools etc. manufactured at DALO's expense shall be and remain DALO's property and shall at all times be marked as such.

When in custody of the Supplier, the Supplier shall insure such objects without any expense for DALO, and the objects shall not be lent, sold, pledged, copied or in any other way imitated or assigned to a third party without DALO's prior written consent.

DALO can at any time request that the Supplier without undue delay and at the expense of the Supplier returns any such objects as referred to in the above section.

## Assignment and change-of-control clause

The Supplier shall not transfer any obligations or rights arising out of the Contract 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 Contract, 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 Act no. 1089 of 14 September 2015 with amendments (in Danish: “Selskabsloven” med ændringer)/the Danish Consolidated Act no. 12 of 8 January 2018 regarding Capital Markets with amendments (in Danish: bekendtgørelse af lov om kapitalmarkeder “kapitalmarkedsloven” 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 Contract 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 Contract in its entirety with a written notice of 10 (ten) Days.

DALO shall also be entitled to terminate the Contract, 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.).

## Intellectual Property Rights (IPR)

The Supplier shall retain all rights to the Supplier's intellectual capital, including but not limited to the Supplier's methodologies, ideas, knowhow, techniques, models, tools, skills, generic industry information, knowledge and experience.

In order to allow DALO the full use of the Deliverables, the Supplier shall - as an integral part of the Deliverables – grant all rights of use without any restrictions, including restrictions derived from patent law, design law, copyright law or trademark law.

The Supplier furthermore represents and warrants that the Deliverables and DALO's import, use and possible subsequent export does not infringe any third party rights of whatever nature, and that no third party has the right to claim license fees, royalties or other payments from DALO for the ownership, possession or use of the Deliverables.

If a third party should bring an action or submit a claim against DALO as a result of DALO's ownership and / or use of the Deliverables, DALO shall notify the Supplier without undue delay after receiving a notice, claim or similar from such third party and shall allow the Supplier to take over any proceedings, including commercial negotiations following the receipt of such notice, claim or similar.The Supplier shall keep DALO informed of the process*.*

Upon receipt of such notice from DALO, the Supplier shall within 1 (one) week inform DALO if the Supplier wishes to take over any proceedings, including commercial negotiations, always provided that, in case of legal proceedings, the Supplier uses a reputable and recognized attorney or law-firm to handle the proceedings. DALO shall free of charge render reasonable assistance to the Supplier. The Supplier shall pay all other costs, including legal assistance and any expert assistance necessary.

Should the Supplier not take over the proceedings, including commercial negotiations, within 1 (one) week, DALO shall be entitled to carry out the legal proceedings or related commercial negotiations. In this case, the Supplier must assist DALO, free of charge, to the extent necessary in such proceedings.

DALO shall be held harmless for the cost of any legal services necessary and fair to defend DALO's position, any court fees, and fees of independent experts retained by DALO or appointed by the court, etc.

If a claim from a third party is successful, i.e. if such third party is able to establish that the third party's rights in question have been infringed, the Supplier shall secure to DALO the right to the use of the Deliverables or end the infringement by changing or replacing the Deliverables as necessary, while still complying with the contractual requirements, and indemnify DALO for any loss in this connection.

## Force Majeure

If a force majeure event occurs, the Supplier's and DALO's 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 (i) outside the control of the Parties, and of a certain qualified nature; war, hostilities, riots, nuclear or natu-ral disasters, etc., (ii) unforeseeable or not reasonably foreseeable during the time of tender and (iii) 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 60 (sixty) Days – not necessarily consecutive, but within the same 120 (one hundred and twenty) Days – each party shall be entitled to terminate the Contract.

In such instance, the Supplier shall be entitled to receive payment for Deliverables delivered until the force majeure event occurred.

Notwithstanding the foregoing, if the force majeure event only extends to parts of the Deliverables, but other parts can be delivered, DALO shall be entitled, but not obliged, to claim delivery of such parts on terms as stated in the Contract.

The Supplier shall then be entitled to ask for a renewed assessment of the prices of the parts in question.

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

## N/A

## Non-waiver and amendments

Any consent to or waiver of any provision or breach shall not constitute consent to or a waiver of such provision or breach in the future. Any specific consent or waiver shall be in writing and shall only affect the relevant breach.

No delay or failure by DALO in exercising any of its rights under the Contract shall operate as a waiver of that right.

Additions or amendments to the Contract shall only be valid if agreed upon in writing by both parties.

However, changes regarding the Supplier’s contact information (addresses, e-mail, point of contact), DALO’s name, e-mail, point of contact and correction of obviously incorrect NATO Stock Number 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.

## Precedence of documents

The provisions of the Contract shall supersede any other correspondence exchanged by the Supplier and DALO.

The acquisition contract including its Annexes forms the entire Contract. The following order has been agreed upon in case of any discrepancies between the individual documents:

1. The wording of the acquisition contract
2. Annexes to the Contract, where Annex A takes precedence over Annex B, in case of interpretation
3. Documents created during execution of the activities under the Contract, e.g. manuals, documentation, etc.

## Optional deliveries

DALO has a right to optional deliveries of NOMOS to Karup Air Base, Herningvej 30, 7470 Karup, Denmark and/or Aalborg Air Base, Thisted Landevej 53, 9430 Vadum, Denmark.

NOMOS to Karup Air Base and/or Aalborg Air Base shall be as specified in Annex. A.1. NOMOS to Karup Air Base shall be delivered to Herningvej 30, 7470 Karup, Denmark. NOMOS to Aalborg Air Base shall be delivered to Thisted Landevej 53, 9430 Vadum, Denmark.

NOMOS to Karup Air Base and/or Aalborg Air Base shall be serviced as specified in Annex. A.2, However, service of NOMOS to Karup Air Base shall be serviced in Karup Air Base, Herningvej 30, 7470 Karup, Denmark. Service of NOMOS to Aalborg Air Base shall be serviced in Aalborg Air Base, Thisted Landevej 53, 9430 Vadum, Denmark.

NOMOS to Karup Air Base and/or Aalborg Air Base can be ordered separately or together within 4 (four) years from the date of the latest signature of the Contract.

Time of delivery of NOMOS to Karup Air Base and/or Aalborg Air Base shall be agreed upon between the Parties. Delivery of NOMOS with only the mobile NMTs shall not exceed 5 months from exercise of option untill delivery.

The price for NOMOS to Karup Air Base and/or Aalborg Air Base shall be as stated in Annex N. Price adjustment of prices in Annex N shall take place in accordance with Annex P.

Optional deliveries of NOMOS to Karup Air Base and/or Aalborg Air Base shall only take place in an amendment to the Contract, cf. clause 12.6.

DALO shall have the option to order one additional (fixed) NMT (Noise Monitoring Terminal) with service to each Air Base (Skrydstrup, Karup and/or Aalborg) where a NOMOS has been acquired through this Contract.

A fixed NMT shall be as specified in Annex A.1. The NMT shall be delivered to and serviced at the Air Base that it has been acquired for.

Optional NMT with service can be ordered separately or together within 4 (four) years from the date of the latest signature of the Contract.

Time of delivery of an optional NMT to DALO, shall be agreed upon between the parties, but shall not exceed 5 months from exercise of option until delivery.

The price for an optional NMT with service shall be as stated in Annex N. Price adjustment of prices in Annex N shall take place in accordance with Annex P.

Optional delivery of a (fixed) NMT with service shall only take place in an amendment to the Contract, cf. clause 12.6.

## Law and venue

Any dispute arising out of or in connection with the Contract shall be governed by 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 as mentioned above, including any disputes regarding the existence, validity or termination hereof, shall be settled by the Danish ordinary courts of justice.

## Duration of the Contract

The Contract shall expire without notice 15 (fifteen) years after the Delivery of the NOMOS to Skrydstrup Air Base.

**13.9 Authorising signatures**

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

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