

## GENERAL PURCHASE CONDITIONS OF INDURA A/S

### 1. General conditions

1.1 These purchase conditions shall apply to deliveries to Indura A/S (hereinafter the "Company"). In the event of any discrepancies between the General Purchase Conditions of the Company and the terms of sale and delivery of a supplier, these General Conditions shall take precedence over the terms of the supplier, unless otherwise agreed in writing.

### 2. Order confirmation

2.1 Order confirmation signed by the supplier shall be sent to the Company within 5 days of receipt of our order.

### 3. Delivery

3.1 All needed delivery documents as specified in the purchase order/order confirmation (Invoice, packing list, Certificate of origin, 3.2 certificate etc.) must be sent to [documents@indura.dk](mailto:documents@indura.dk) before the goods will arrive to the company.

Certificates must be sent to: [Certificate@indura.dk](mailto:Certificate@indura.dk).

3.2 Unless otherwise agreed in writing, delivery shall be DDP (Incoterms 2010) on the day or within the period of time set out in the order confirmation.

3.3 Delivery shall be made to the address stipulated in the purchase order, unless otherwise agreed in writing.

3.4 The delivered goods shall be accompanied by a delivery note that specifies the Company's order number and the delivered goods as regards quality and quantity, including product code, type and quantity.

3.5 In case of several orders, a separate delivery note shall accompany each order.

3.6 Each unit in a consignment shall be marked with the Company's item number, and each consignment note shall stipulate the Company's order number and be issued to the Company.

3.7 Notwithstanding whether or not the supplier is in charge of the transport to the agreed place of delivery, it is the supplier's responsibility to ensure that the goods are properly packed and fit for usual transportation according to the company's packing instructions specified in the purchase order/order confirmation.

3.8 If the above conditions are not met, the Company reserves the right to reject the consignment.

### 4. Delay

4.1 In case of delay or expected delay, the supplier shall immediately notify the Company thereof in writing.

4.2 Unless the supplier can prove that a force majeure situation has arisen, the Company is entitled to choose whether to maintain or cancel the order. If the Company maintains the order, the Company may charge a penalty equal to 3 % of the contract sum for every week or part thereof that exceeds the delivery time, though max 10% plus damages pursuant to the general rules of Danish law.

4.3 Regardless of whether the Company chooses to maintain or cancel the purchase, the Company is entitled to claim damages for any costs and losses incurred in consequence of the delay.

4.4 Without undue delay the Company shall notify the supplier of whether the purchase is maintained or cancelled, notwithstanding delivery has taken place, provided it has taken place after expiry of the agreed delivery time.

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## 5. Payment

5.1 The term of payment is invoice month plus 90days from receipt of correct invoice, said invoice being issued on the date of delivery at the earliest unless otherwise agreed  
In the purchase order /order confirmation.

5.2 The invoice shall be sent to the address stipulated in the purchase order with an exact specification of the supplied goods in terms of both quantity and quality, and with the purchase order number of the Company.

5.3 The Company reserves the right to reject any invoice that fails to meet the above conditions.

## 6. Guarantee

6.1 Effective from the date of delivery, the supplier provides a 24-month guarantee that the delivered goods are free from defects. The supplier further guarantees that the goods meet all public law requirements, including environmental and safety standards.

6.2 The supplier further guarantees that no intellectual property rights, including patent rights, copyrights or other exclusive rights will be infringed in connection with the sale of goods/services to the Company and its further processing there of.

## 7. Defects

7.1 The delivery is deemed defective, if it fails to correspond to the specifications provided by the Company or fails to correspond to a general good standard of the type of goods in question.

7.2 Within reasonable time after delivery, the Company shall perform an inspection of the goods in accordance with the Company routine in this matter. Any errors and defects found during this inspection shall be communicated to the supplier within reasonable time.

7.3 For goods, which function cannot be tested until it has been taken into use at the Company's customer, the quality inspection shall take place at the time, when the goods are delivered and taken into use at the Company's customer, and the guarantee period set out in clause 6.1 shall be effective from this point in time.

7.4 In the event that errors or defects are detected by the Company within the guarantee period, the supplier shall be notified thereof without undue delay. At its discretion, the Company shall be entitled to terminate the agreement in whole or in part, to return the goods to the supplier at its expense, demand repair or replacement delivery at the supplier's expense, and/or claim damages for any damage occurred.

7.5 If the order is not cancelled, the Company shall be entitled to demand the supplier to deliver replacement goods free from defects or a price reduction equal to the error or defect. If a repair or replacement delivery is not made to the full satisfaction of the Company or with undue delay after the Company's demand to that effect, the Company is entitled to have the errors and defects in question repaired at the expense and risk of the supplier.

7.6 Payment of the goods does not imply that the Company is prevented from raising claims against the supplier due to errors or defects.

7.7 The supplier is liable for any costs and losses, direct and indirect, incurred by the Company in connection with errors and defects within the guarantee period set out in Clause 6.1.

7.8 In case of repair or replacement delivery, a new guarantee period shall run from the time, when the Company's customer accepts delivery free from defects.



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## 8. Confidentiality

8.1 The supplier must not disclose any information about the Company and supplies to the Company, unless otherwise appears from mandatory statutory provisions, or information has entered the public domain for reasons, which are not due to the supplier. This duty shall also apply after delivery.

## 9. Force majeure

9.1 If punctual delivery is prevented or precluded due to war, warlike conditions, mobilization, political riots, embargos, fires, strikes, lockouts, natural disasters, etc., which is not due to circumstances of the supplier or, the time of delivery shall be postponed by a period equal to the number of lost calendar days.

9.2 The supplier shall immediately notify the Company of the cause and expected duration, and send written documentation of the alleged force majeure situation. In the event that delivery is exceeded by 30 days due to force majeure, the Company is entitled to cancel the agreement in whole or in part, but without claiming damages.

9.3 The Company is entitled to cancel the order in writing, if the Company is subjected to one of the events stipulated in Clause 9.1. Similar applies, if such event occurs at one of the Company's customers, for whom the delivery is intended in whole or in part, and notwithstanding the supplier has not been notified there of.

## 10. Product liability

10.1 The supplier shall provide an indefinite guarantee that the delivered goods are free from defects, which may cause product liability injury. The supplier shall indemnify the Company of product liability and loss, caused by such defects in whole or in part.

## 11. Law and jurisdiction

11.1 Any dispute that may arise out of the delivery or the agreement between the parties or in connection herewith shall be governed by Danish law, including the Convention on the International Sales of Goods (CISG). This also applies in cases, where the supplier is located outside Denmark.

11.2 The jurisdiction in legal proceedings instituted by the supplier against the Company shall be the Court of Aarhus.

11.3 The jurisdiction for legal proceedings instituted by the Company against the supplier shall be according to the Company's choice – the Court of Aarhus or the home court of the Supplier.

11.4 If legal proceedings are instituted against the Company, or a dispute with the Company is submitted to arbitration in cases connected with deliveries made by the supplier, including in cases regarding product liability, the supplier shall – if the Company may wish so – accept such legal proceedings or arbitration.

## 12. Code of conduct

12.1 The supplier is at all times obligated to comply with the Supplier Code of Conduct of the Company. The current Code of Conduct at the time of the order can be found at [www.indura.dk](http://www.indura.dk).

12.2 The supplier is obliged, upon the request from the Company, to sign the Supplier Code of Conduct and return this duly signed to the Company.

12.3 The Company is entitled to change the Supplier Code of Conduct with a notice of 3 months. Notice of change of the Supplier Code of Conduct will be made by e-mail or if no email is available by regular mail.

September 2013



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