

SM Industries General Purchase Conditions

1. GENERALITIES AND DEFINITIONS

1. In these General Purchase Conditions ("GPC") the following definitions are applicable:

"**Confidential Information**" means any and all information, knowhow and other data etc. protected by Intellectual Property Rights (before publication) or which by their mere nature are deemed confidential, or other proprietary information allowing for a competitive edge over competitors.

"**Days**" shall mean calendar days where not specified otherwise.

"**Delivery**" means the delivery of any Goods and / or Services and includes Documents, by the Supplier to SM Industries at the place agreed in writing.

"**Defect**" means any and all defective Goods or Services, or Deliveries being non-conformant to or not meeting specifications, Scope of Supply, or not being fit for their intended purpose during its design lifetime, Deliveries not meeting Warranties or Deliveries otherwise not in compliance with the GPCs, PO or PA.

"**Document**" means all written materials necessary for the Goods and/or Services to be commercially exploited, including but not limited to drawings and technical documents.

"**EHS**" means environment, health and safety.

"**Force Majeure**" means only riots and civil commotion, strikes, lockout, wars or hostilities (declared or not), terrorist acts, flooding, storm, hurricane, explosion, epidemics, natural disasters, and any prohibition or restriction by any government or other legal authority, which affects Delivery.

"**Goods**" means any and all products and/or materials of all kinds, including Documents purchased by SM Industries from a Supplier.

"**Intellectual Property Rights / IPR**" means all copyright, design rights, trademarks, trade names, trade secrets, utility models, patents and any other intellectual property rights of a similar nature (whether or not registered).

"**Order Amount**" means all Purchase Prices referenced in any Purchase Order(s) and thus the total, accumulated and aggregated sum of each and every Purchase Price and increases/decreases hereof.

"**Purchase Price**" means the individual purchase price(s) agreed between the Parties in writing for each mentioned or purchased Goods and/or Services.

"**Party or Parties**" mean SM Industries and the Supplier or Suppliers individually or collectively.

"**Purchase Order**" or "**PO**" means a written order for Goods and/or Services specifying inter alia (i) quantity, (ii) price, (iii) time and (iv) place of Delivery.

"**Purchase Agreement**" or "**PA**" means a separate written agreement, signed between SM Industries and the Supplier and appendices thereof.

"**Scope of Supply**" means any and all Goods and/or Services to be delivered.

"**Services**" means any performed workmanship.

"**Sub-Supplier**" means a sub-supplier to either the Supplier or SM Industries.

"**Supplier**" means the Supplier, its group companies under common control with the Supplier by vote and/or by share capital, financially, directly or indirectly and/or otherwise by the ultimate mother company controlling the Supplier, all subsidiaries of the Supplier and/or affiliates hereof or part of the group of companies meaning under common control with the Supplier, and/or any person and/or chosen representative duly authorized by the Supplier and their respective personnel.

"**Third Party**" means a legal or physical person that is not a Sub-Supplier and not a party to the PO, PA or these GPCs.

"**SM Industries**" means only the specific legal entity that has issued a PO or PA or which is doing business with the Supplier.

"**Variation**"/"**Variation Order**" mean a written request to change the Scope of Supply.

"**Warranty Period**" means any period of time where the Supplier is warranting Goods and/or Services.

1.1 The GPC shall apply to all offers, tenders, requests, PAs or POs for the purchase of Goods and/or Services between SM Industries and the Supplier.

1.2 Supplier's general sales conditions are expressly stipulated to be null and void having no force or effect between the Parties even if sent at later date than a PO or PA.

1.3 Only the specific SM Industries legal entity issuing a PO or signing a PA is the contracting Party to these GPCs.

1.4 The prevailing language and the language for all communications is Danish.

1.5 Notices and Consents: Must be in writing or communicated by e-mail.

1.6 Where explicit legal remedies are stipulated in the GPCs such legal remedies shall not prevent either Party from making use of any other legal remedies generally available under applicable laws and the GPCs.

2. ACCEPTANCE

2.1 SM Industries enters into any purchase of Goods/Services by referencing the GPC in a PO, PA or other written communication. The Supplier shall acknowledge acceptance or rejection of a PO in writing within seven (7) Days of receipt. In case the Supplier does not send acceptance or rejection of the PO in writing within the 7-day period, SM Industries shall be entitled to cancel and terminate the PO without any liability for SM Industries. In any event if; (i) the Supplier's commences performance in any manner, (ii) is sending any invoice or (iii) accepts any payment in relation to the PO, this constitutes unconditional acceptance of the PO.

2.2 The Supplier's Sub-Supplier(s) must be approved by SM Industries.

2.3 The Supplier is obliged to ensure that his Sub-Supplier complies with the conditions. stated in the GPC, PA or PO and the Supplier maintains responsibility for Deliveries made by its Sub-Supplier(s).

2.4 In case of doubt due to differences in interpretation or alleged discrepancies and/or inconsistencies, errors and faults the following order of priority shall be applicable to the Documents; (a) SM Industries Purchase Agreement (if relevant); (b) SM Industries Purchase Order; (c) SM Industries GPC; (d) Supplier's Order Confirmation; (e) Other documents. Where the Supplier's Quote is included, this is for reference purposes only and it shall be classified as (e) "Other documents" in the listed priorities.

3. PAYMENT

3.1 Payment terms for purchases are "end of current month, plus 60 Days, from Delivery", unless the Parties have agreed otherwise in writing.

3.2 The Purchase Prices and any Order Amount shall be firm and shall not increase for any reason whatsoever.

3.3 The currency used in the PO shall be the local currency in the country the SM Industries legal entity is placed, or the currency specified in a PO.

3.4 SM Industries shall be entitled to set-off any claim, money or otherwise, including liquidated damages, against the Supplier's outstanding or by SM Industries owed amounts.

3.5 The invoices shall be in Danish or English and for payment will require as a minimum:

(a) SM Industries references including SM Industries full name; (b) SM Industries PO number; (c) name of consignee when applicable; (d) quantity and description of the Scope of Supply; (e) specification of any taxes or charges on the sale; (f) full address of the Supplier's bank including account number, IBAN, Swift code, company registration number and VAT number; (g) any other information reasonably required by SM Industries to facilitate invoice approval and payment.

3.6 The Order Amount or Purchase Price or any price includes all taxes including but not limited to withholding tax, income tax for employees or legal entities, VAT, import and/or export duties, any other public, private, fiscal, or other amounts. The Supplier indemnifies SM Industries from all such tax or fiscal claims or losses.

4. QUALITY MANAGEMENT STANDARDS

4.1 The quality, specification, and standard of the Goods and/or Services shall be in accordance with any relevant laws, directives, method statements and the industry standards for such Goods and/or Services, and also in accordance with any specified standards agreed by the Parties.

5. TESTS

5.1 Any and all necessary tests shall be performed by the Supplier, unless otherwise agreed in writing.

5.2 Payment includes any and all remunerations for all tests and Documents hereto. Test shall be performed in accordance with best practices and industry standards applicable or as agreed between parties.

5.3 Any test can be performed regardless of whether SM Industries is represented at the test, provided SM Industries received a 14 Days prior written notice of the test.

5.4 The Supplier shall keep a written record of the test, which shall be sent to SM Industries on request.

5.5 If any test proves that the Scope of Supply is not in conformity with the PO, PA or otherwise, the Supplier shall immediately ensure that the Scope of Supply is brought in compliance. If Supplier does not immediately restore compliance, then SM Industries can seek recourse from the Supplier according to the GPCs.

6. INSPECTIONS

6.1 The Supplier and their Sub-Suppliers shall always grant access to SM Industries, relevant inspection authorities and the SM Industries end-customer for inspection of all relevant facilities.

6.2 The Supplier shall be solely responsible for rectification of any faults and/or any change, rejection or results from any inspection.

6.3 SM Industries shall be entitled to reject Goods and/or Services or parts thereof not in conformity with the specifications or the inspection.

6.4 SM Industries shall not be responsible for the result of any inspection and the Supplier shall not be released from any obligation regardless of the result of any inspection.

6.5 The Supplier shall not be able to claim any rejection as a result of an inspection as being the cause for a delay of Delivery, nor as the justification for price increases.

7. DELIVERIES

7.1 The Supplier shall prepare a production and Delivery schedule of the Scope of Supply at the latest 7 Days after SM Industries written request. Upon SM Industries request the Supplier is obliged to document punctual progress of the production and Delivery.

7.2 The risk for Goods and/or Services shall be and transferred in accordance with DDP INCOTERMS 2010 at place of destination specified by SM Industries or when the Delivery is accepted in writing by SM Industries.

7.3 The Supplier is responsible that the Goods are packed, marked, and labelled in accordance with international standards or as agreed between parties. Any loss or damage to the Goods due to insufficient and/or

inappropriate packing or wrapping is the sole responsibility of the Supplier.

7.4 The time of Delivery is the date agreed by the Parties in the PO or PA.

7.5 Any delivery / partial delivery / shipment delivered to SM Industries, one of SM Industries sites or other destination specified by SM Industries in the PO or PA must be enclosed with delivery note indicating PO-number, SM Industries project number, contact person at SM Industries, number of items delivered, dimensions and relevant designation for the Goods.

7.6 The Supplier shall search for Defects, discrepancies, and inconsistencies (Hereinafter Errors) in the information or Documents provided by SM Industries to the Supplier. The Supplier shall without undue delay notify SM Industries of any "Errors" discovered. If the Supplier does not notify SM Industries of any "Errors" that Supplier has discovered, or ought to have discovered as a prudent industry contractor then all costs incurred for rectifying "Errors" shall be borne by the Supplier.

8. DELAYS

8.1 If a Delivery or parts thereof are delayed due to the Supplier, then the Supplier shall pay delay liquidated damages for each delay. Such delay liquidated damages shall be 0.5% of the Order Amount for each calendar Day of delay.

8.2 Delay liquidated damages shall not exceed 15% of the Order Amount and they shall become due and payable instantly upon written demand of SM Industries.

8.3 SM Industries can at any time terminate Deliveries, the PO or PA partially or in total, due to the Supplier's delay if liquidated damages reaches the maximum amount.

8.4 SM Industries shall be entitled to Order the total Delivery or parts hereof from another Supplier at the expense of the Supplier if SM Industries terminates the Delivery due to Supplier's delay.

8.5 If the Supplier is unable to deliver the Goods and/or Services at the time agreed between the Parties, it shall immediately notify SM Industries in writing, indicating the reason for the delay as well as the date on which Delivery is expected to take place.

8.6 A notification of delayed Delivery to SM Industries does not give the Supplier the right to delay the time of Delivery, unless the delay is due to circumstances described in art. 17, Force Majeure.

9. DOCUMENTATION

9.1 All Deliveries of Goods and/or Services shall be accompanied by the agreed Documents, which shall as a minimum include:

(a) EU approved certificate of origin for Goods from non-EU countries; (b) Delivery note with specifications of the Goods indicating SM Industries PO number; (c) Documents, certificates, drawings, operating instructions, maintenance instructions, technical specifications, and data of any sort; (d) Hazardous Goods certificates & handling procedures (if applicable).

9.2 If the accompanying Documents are inadequate or subject to a fault, Delivery shall be considered as being incomplete until the Documents are in compliance.

9.3 All Documents required in accordance with the above shall become the property of SM Industries at (i) creation, (ii) Delivery or (iii) upon payment, whichever comes first, and SM Industries shall be entitled to use (free of charge) the documentation or Documents as it sees fit.

10. CONFIDENTIALITY AND NON-COMPETE

10.1 Neither Party may disclose to any Third Party any Confidential Information.

10.2 Confidential Information shall not encompass any information.

(a) which is or becomes publicly accessible without the breach of the PO or PA by a Party; (b) which a Party lawfully possessed prior to receiving from the other Party; (c) which was rightfully obtained from a Third Party,

which has no secrecy obligations; (d) developed independently from any of the Deliveries under these GPCs; (e) which under obligation by law or judgement or a similar legally binding decision is to be disclosed;

10.3 A breach of this article 10 shall entitle SM Industries to a payment of any and all direct or indirect loss as documented by SM Industries.

10.4 The Supplier undertakes not to engage in or participate in the operation of any business with SM Industries customer related to the PO or PA without SM Industries prior written consent, during the term of the PO or PA and for a period of 2 years following. If the supplier fails to do so, the Supplier shall pay forthwith a compensation of SM Industries documented losses.

11. INTELLECTUAL PROPERTY RIGHTS / IPR

11.1 The Order Amount includes an irrevocable, non-exclusive, worldwide and fully paid-up license, to any and all IPR related to the Supplier's Goods and Services.

11.2 The Supplier shall indemnify SM Industries against all claims and losses for violation of any IPR as a result of any of Supplier's Delivery of Goods and Services.

11.3 If requested by SM Industries, the Supplier shall enter legal proceedings at the court of law or arbitration which deals with any IPR claim made against SM Industries by a Third Party.

11.4 All IPR arising as a result of the cooperation between the Parties will become the exclusive property of SM Industries, cost free, even if they are developed or produced by the Supplier or any third parties or Sub-Suppliers of the Supplier.

12. WARRANTY

12.1 The Supplier warrants that the Deliveries, Goods, Services and the design delivered is; (i) fit for the purpose for which they are intended according to specifications, (ii) are free from Defects and (iii) are in compliance with and in conformity with industry practices and quality standards, and (iv) are in compliance with the obligations and conditions specified in the PO and / or PA.

12.2 The Supplier also warrants that Deliveries are in accordance with the necessary and/or correct, stipulated and appropriate proportions, measurements, weights and dimensions.

12.3 The Supplier Warranty period shall be 24 months counted from installation, commissioning, or takeover by SM Industries of such Goods and/or Services or from takeover by a Third Party to which SM Industries has resold the Goods and/or Services, whichever date is the latest.

12.4 Goods or Services which have been substituted, replaced, or repaired under the Supplier's Warranty will be warranted for an additional 12 months from such substitution, replacement, or repair, notwithstanding whether corrective action is performed by a Third Party, the Supplier shall not be released from its Warranty obligations. Regardless of the above mentioned the Warranty period shall never be less than 24 months.

12.5 In case of Defects, SM Industries shall be entitled to either terminate the PO or PA or demand that the Supplier make good the aforementioned or that a Third Party shall rectify or repair the Defect at Supplier's risk and cost or to make use of any other legal remedies under applicable law.

12.6 Defects are remedied without delay and according to SM Industries instructions. Remedy of Defects shall be at Suppliers' risk and cost of any kind. Remedies performed by a Third Party shall not release Supplier from its Warranties herein.

12.7 SM Industries can make a claim for damages or any other claim to the Supplier for any documented loss suffered by SM Industries if related to the Scope of Supply.

13. TRANSFER OF OWNERSHIP

13.1 Prior to Delivery to SM Industries, the Supplier is obliged to identify, classify and document the Goods as early as possible by distinct and unmistakable markings and labels with SM Industries name.

13.2 Deliveries are made without retention of ownership, lines and other securities and become SM Industries property as soon as the Goods

have been delivered at any SM Industries site or put at SM Industries disposal, whichever comes first.

14. ASSIGNATION

14.1 The Supplier shall not assign or transfer its interest and/or any of its obligations under the PO or PA without SM Industries prior written consent. SM Industries can assign any PO, PA or Delivery internally in their company group as deemed fit by SM Industries.

14.2 Should the control of the Supplier be changed either directly and/or indirectly through ownership of shares, changes in voting and/or financial or financing changes during the term of PO or PA, then SM Industries is entitled at its discretion to terminate the PO or PA with immediate effect.

14.3 SM Industries shall be entitled to assign rights of any kind in these GPCs, in the PO or PA, fully or partially to SM Industries Customers without the Suppliers consent.

15. INSURANCE

15.1 The Supplier shall be obliged to take out insurance cover, including general, public and product liability, covering with a minimum liability limit of the relevant industry standard and laws for personal injury and damage to property respectively.

15.2 The Supplier shall produce a copy of relevant insurance certificates on request by SM Industries.

15.3 SM Industries is in no way responsible for or cannot be made liable under any circumstances for any claims related to the insurance cover of the Supplier.

15.4 If a Third Party takes legal proceedings against SM Industries due to personal injury or damage to property caused by the delivered Goods and/or Services, the Supplier must immediately fully indemnify SM Industries against such damages to the extent that SM Industries is held liable towards a Third Party for any such damages.

16. LIABILITY

16.1 Supplier shall hold SM Industries harmless for and shall defend, protect, indemnify from and against any loss, claim, liability, demand, damages and costs whatsoever in respect of; (i) injury to or death of any of their own personnel ("Personnel") and (ii) their own assets, Goods and Services, facilities, tools, equipment and/or personal belongings, owned, chartered, hired or leased ("Assets"), which may arise in connection with the performance of the Delivery .

16.2 Regardless of article 16.1 any Goods, Services or Deliveries, assets or works belonging to a Third Party or to SM Industries which is in the custody of the Supplier shall remain the Supplier's liability until acceptance of Delivery by SM Industries. Custody includes storing, transporting, lifting etc. by Supplier or his Sub-Supplier.

17. FORCE MAJEURE

17.1 No Party shall be liable for not performing or performing with delay any of its rights and/or obligations under the terms of the PO or PA due to Force Majeure, and each Party shall pay for their own costs, fees, and similar expenditures due to any Force Majeure.

17.2 The Party who wishes to claim Force Majeure shall within 3 Days of the occurrence of the event of Force Majeure notify the other Party in writing hereof.

17.3 The Parties, without either Party owing any money or any financial compensation to each other, shall be able to annul the PO or PA through written notice to the other Party, if the fulfilment of the agreement is hindered for a period of more than 3 months by an event of Force Majeure. And in such a case, SM Industries may against payment in its absolute discretion take possession of Deliveries already made.

18. EHS PRINCIPLES / CONDITIONS

18.1 The Supplier and their Sub-Supplier shall comply with all applicable federal, state, and local environmental, health and safety (EHS) laws, regulations, and standards.

18.2 The Supplier and their Sub-Suppliers shall support and respect the protection of internationally proclaimed human rights, and make sure that they are not complicit in human rights abuses.

18.3 The supplier and their Sub-Suppliers shall uphold the freedom of association and the effective recognition of the right to collective bargaining, eliminate of all forms of forced and compulsory labour, effective abolition of child labour, and eliminate discrimination in respect of employment and occupation.

18.4 The supplier and their Sub-Suppliers shall support a precautionary approach to environmental challenges, undertake initiatives to promote greater environmental responsibility, and encourage the development and diffusion of environmentally friendly technologies.

18.5 The supplier and their Sub-Suppliers shall work against corruption in all its forms, including extortion and bribery.

19. VARIATIONS

19.1 SM Industries is entitled to issue a Variation Order for the Deliveries.

19.2 Thereafter the Supplier shall within 3 Days after receipt of the Variation Order issue a Variation Order Request as a written document that details the time effect, the financial and any other effects of the Variation Order.

19.3 SM Industries shall either accept or reject such a Variation Order Request after a reasonable period of time from its receipt. If the Variation Order Request is accepted by SM Industries, the Delivery is made according to the amended PO issued by SM Industries to the Supplier. If the Variation Order Request is not accepted by SM Industries, the conditions of the Delivery are unchanged.

19.4 Supplier shall observe and be bound by the stipulated timeline.

20. SUSPENSION

20.1 SM Industries has the right to suspend (temporarily put on hold) Deliveries with the Supplier at any given time at its exclusive discretion during the project execution. Supplier shall receive and be reimbursed its costs in this respect if the Supplier is not the root cause behind the suspension. If the Supplier is liable for a situation of suspension, then the Supplier is liable for any of SM Industries costs in connection with any such suspension.

21. TERMINATION

21.1 SM Industries is at any time entitled to terminate Deliveries, the PO or PA in whole or in part for SM Industries convenience with immediate effect.

21.2 Upon receipt of termination for convenience, the Supplier must immediately cease all work or sub-supply on any PO, PA or Order, and make the necessary arrangements to limit SM Industries loss as much as practically possible.

21.3 In case the Deliveries, PO or PA is terminated for convenience SM Industries must pay for Goods and/or Services already delivered and/or rendered up and until the date of SM Industries termination and must reimburse the Supplier's fair and documented expenses and costs. This reimbursement will be full and final, and the Supplier will not be entitled to make any further claim against SM Industries.

21.4 In case the Deliveries, PO or PA is terminated by SM Industries due to the non- performance or breach by the Supplier or its Sub-Suppliers, SM Industries will be entitled to pursue any legal remedies available under the PO or PA and the applicable laws, including the right to claim SM Industries documented losses or damages from the Supplier.

21.5 Provided the Supplier is declared bankrupt, opens up negotiations concerning consolidation or enters any other form of insolvency proceedings, or is unable to pay its creditors SM Industries shall be entitled to terminate the Deliveries, PO or PA without prior notice and with immediate effect.

22. APPLICABLE LAW AND DISPUTE RESOLUTION

22.1 These GPCs are governed by and construed in accordance with the substantive law of Denmark.

22.2 SM Industries may at its own discretion choose to have any dispute settled by the Danish Arbitration courts in Copenhagen according to the Danish applicable law on Arbitration at the time of the dispute or to choose to have any dispute settled in the Civil Court of Denmark.