

GENERAL CONDITIONS OF PURCHASE

Version 22.03.2023

These General Conditions of Purchase (“Conditions”) shall apply to all deliveries of products (“Products”) made to the company indicated on the order confirmation (“the Company”).

The Conditions shall take precedence over the Supplier’s (“Supplier”) conditions of sale and delivery to the extent any such exists. This shall apply regardless of whether such conditions are referred to, for instance, in offers and order confirmations. This also applies in the event that the Supplier’s conditions of delivery have not been expressly rejected by the Company. Receipt of the Products shall not be construed as a tacit acceptance by the Company of the Supplier’s conditions.

The Conditions are, in their most current version, available on: www.troldtekt.com, just as it will be provided upon request.

Regardless of any references in orders, advice of payment, or other documents as exchanged between the Supplier and the Company, the most current version of the Conditions, shall apply to a respective delivery.

1 ORDERS AND ORDER CONFIRMATIONS

- 1.1 All orders placed by the Company, shall be confirmed in writing by the Supplier to be binding upon the parties. If, however, the Supplier has not rejected an order within three (3) working days after receipt, the order in question shall automatically be deemed accepted.
- 1.2 In the event of discrepancy between an order from the Company and the Supplier’s respective order confirmation, the purchase order in question shall take precedence. The fact that the Company has not reacted to a discrepancy in the Supplier’s order confirmation shall not imply otherwise.

2 DELIVERY

- 2.1 Unless otherwise explicitly agreed, all deliveries shall be made DAP, according to INCOTERMS 2020, to the location as specified in the order, and partial delivery shall not be permitted.
- 2.2 Delivery will be made no later than the date as specified in the order. If no time of delivery is agreed, Supplier must contact the Company in order for the parties to agree on a delivery date.

3 PRICE AND PAYMENT

- 3.1 The price as specified in the order, and the corresponding order confirmation, shall be the full payment which the Company is obliged to pay to the Supplier for the Products in question, and shall include all costs connected with production and delivery, including fees, direct or indirect taxes, transport insurance, etc.
- 3.2 For the avoidance of doubt, the Supplier shall not be entitled to adjust the price after an order has been confirmed.
- 3.3 Unless otherwise explicitly agreed, the terms of payment shall be current month + forty-five (45) days from the Company’s invoice receipt date. All payments shall be deemed timely paid, when the payment in question is made from the Company’s bank within said period, however since the Company only executes payments once a week, the payment in question will be executed within the week following the expiry of the payment term in question.
- 3.4 In case of defective deliveries, the Company shall be entitled to withhold all payments to the Supplier, regardless the grounds for such payments, until such defect Product(s) have been replaced or repaired.

4 WARRANTIES

- 4.1 The Supplier warrants that the Products are free from defects according to the agreed specifications, hereunder the specifications as referred to in an order or corresponding order confirmation, the state of the art, and the sustainability for purposes contemplated in the order or corresponding order confirmation.
- 4.2 The Supplier warrants that the Products will fulfil the agreed specifications and the sustainability for the purposes contemplated in the order or corresponding order confirmation, for a period of twelve (12) months from the Company’s final handover to the Company’s end customer of the aggregated solution in which the Products are incorporated.
- 4.3 Additionally, the Supplier represents and warrants to the Company that any Products or any use of the Products does not violate any intellectual property rights belonging to third parties, and that the Supplier owns or has the necessary rights, including intellectual property rights, to perform its obligations under these Conditions.
- 4.4 If the Supplier breaches any of the representations and warranties as specified above in clause 4.1-4.3, the Supplier shall keep the Company fully indemnified and shall ensure that the Company in all matters are put in the same situation as if the confirmed order had been fulfilled in accordance with its content.

4.5 Without the prior written consent of the Company, the Supplier is not entitled to make any changes to the processes involved in the production of the Products, or to the Products themselves including material changes and changes to the chemical composition, if such changes affect the Products' specifications, the performance or spare parts handling, or any mechanical or electrical change regardless of the possible effect on compatibility at the Company's production line and the Company's products. The above limitation also includes changes made to the materials and the chemical composition at sub-suppliers of the Supplier. It is up to the Supplier to ensure that sub-suppliers are in compliance with this requirement.

4.6 The Supplier is notified that the Company resells and/or incorporates the Products into goods that the Company delivers to its customers. The Supplier thus accepts that the Products may not be inspected before the Products are used in the production of the Company or when the goods of the Company have been delivered to its customer. Upon receipt of the Products at the Company's plant, the Company only checks the Products or the packages hereof of easily visible damages.

In the event that a certificate is issued by the Supplier on the quantity or quality of the Products, the Supplier accepts that the Company does not inspect the correctness of such certificate in connection with delivery.

5 DELAYS

5.1 In the event that a delivery is delayed, or in the event that the Supplier anticipates that it will be unable to deliver the Products on the agreed date of delivery, the Supplier must immediately inform the Company, stating the reason for the delay. Such notification does not relieve the Supplier from its obligation to deliver on time or from remedies of late delivery.

5.2 If the Supplier does not deliver the Products on the agreed date, the Company shall at its choice, be entitled to terminate the delivery according to the confirmed order, in whole or in part, with immediate effect. If delivery has not been made within eight (8) calendar days from written demand from the Company, the breach shall be considered material and the Company shall be entitled, but not obliged, to terminate all outstanding orders, already confirmed by the Supplier.

5.3 In addition to the Company's other remedies for breach of contract, according to law, or according to these Conditions, if a delivery is delayed or defect, the Company shall be entitled to receive payment of liquidated damages with effect from the agreed date of delivery and until non-defective delivery is effected, alternatively until the delivery according to the confirmed order is terminated.

5.4 The liquidated damages shall be payable at a rate of one (1) per cent of the purchase price for the delayed/defect Products per commenced week of delay. The liquidated damages shall be payable upon written demand made to the Supplier, or the Company shall be entitled to set off incurred liquidated damages against the purchase price for the delayed/defect Products in question. The liquidated damages shall maximum be an amount equal to ten (10) per cent of the purchase price for the delayed Products.

5.5 The Supplier's obligation to deliver the Products, and the Company's right to claim compensation for expenses in connection with the delayed or defect delivery from the Supplier will not be effected in any way whatsoever by payment of liquidated damages according to this clause 5.

6 PRODUCT LIABILITY

6.1 The Supplier carries the full product liability for Products delivered to the Company, regardless of whether the product liability in question is wholly or only partly attributable to Products delivered by the Supplier.

6.2 If the Company incur liability towards any third party for any damage as described in the preceding clause 4, the Supplier shall fully indemnify and hold the Company harmless.

6.3 Following the receipt of all claim documentation issued by the Company in relation to a requirement for cost compensation, the Supplier shall revert to the Company with a confirmation of cost coverage as fast as reasonably possible, however not later than twenty (20) business days.

6.4 The Supplier warrants that it has taken out appropriate insurance covering the liability according to this clause 6. The insurance policy shall also cover component damages. The Supplier shall upon request from the Company, forward a copy of the insurance policy to the Company. The Supplier shall inform the Company of any damage or event that has been notified to the insurance company under the insurance policy.

7 INTELLECTUAL PROPERTY RIGHTS

7.1 All intellectual property rights, whether registered or not, belonging to either the Supplier or the Company prior to any delivery of Products under these Conditions, or developed independently by either of the Parties without reference to the cooperation or the information shared between the Parties, shall be and remain with said Party during and after delivery under these Conditions.

7.2 Any discoveries, inventions, improvements, processes, designs, drawings, documentation and other materials ("Items") produced by, for or on behalf of the Supplier solely for the purposes of the Supplier's delivery of Products to the Company, shall be the exclusive property of the Company. Furthermore, the Supplier shall treat (and shall ensure that all Suppliers employees, agents and subcontractors treat) all such Items as confidential information of the Company. Any and all intellectual property rights, including copyright, in all such Items shall be owned exclusively by the Company and the Supplier will provide the Company with all information, documentation and materials, which the Company may reasonably request for the purpose of allowing the Company to fully protect and exercise its proprietary rights in those Items.

8 CONFIDENTIALITY

- 8.1 Either party shall keep confidential any information received from the other party related to the Products or the commercial relationship between the parties, always provided that the information received is not already provably known to the public.
- 8.2 Confidential information shall for the avoidance of doubt include all drawings, technical documents or other technical information relating to the Products, the production hereof and/or the Company, submitted by the Company to the Supplier, prior or subsequent to an order. Such information or material shall remain the property of the Company and may not, without the written consent of the Company, otherwise be used for any other purpose than for which they were provided, including be copied, reproduced, transmitted or communicated to a third party.

9 RULES AND REQUIREMENTS

- 9.1 The Supplier shall assure, and at all times be responsible for, the Products compliance with applicable legislation, including all European orders, regulations and directives, issued by the legislative assembly of the European Union, hereunder but not limited to, REGULATION (EU) 2017/821 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 17 May 2021 concerning conflict materials, as well as any national requirements imposed by the national implementation of said directives.
- 9.2 The Supplier shall comply with all applicable environmental legislation, and is furthermore expected to committing to optimization of energy-efficiency, mitigation of greenhouse gas emissions, continuous improvement of environmental performance, the use of alternative renewable resources and embedding circular economic principles into the operations as well as every link of the supply chain.
- 9.3 The Supplier agrees to comply with the Kingspan Group Code of Conduct, in its most current version, as available on: <https://www.kingspan.com/group/commitments/people-and-community/our-code-of-conduct>.
- 9.4 The Supplier acknowledges that the Company operates an ethical purchasing policy (the "Ethical Purchasing Policy"), covering areas such as labour, safety and the environment. Furthermore, the Supplier acknowledges that the [Kingspan Group Supplier Policy](#) shall apply to all deliveries of Products made to the Company.
- 9.5 The Company expects the Supplier to maintain a consistently high standard of integrity in all their business relationships with the Company and to foster the highest possible standards of professional competence in all their activities. To this end, in supplying Products and/or services to the Company, the Supplier agrees that it shall not take any action, which violates the Ethical Purchasing Policy, Kingspan Group Supplier Policy or Kingspan Group Code of Conduct. Further, no Company employee or officer is authorised to propose to the Supplier or approve conduct inconsistent with the Ethical Purchasing Policy, Kingspan Group Supplier Policy or Kingspan Group Code of Conduct.
- 9.6 The Company shall have the right to terminate its business relationship and any associated agreements with the Supplier if the Supplier is (or the Company reasonably believes that the Supplier is) in material breach of the Ethical Purchasing Policy, Kingspan Group Supplier Policy or Kingspan Group Code of Conduct and the Supplier fails to remedy such breach, after written notification by the Company of such breach, within the cure period specified by the Company for such remedy. In determining the length of the cure period the Company shall act reasonably, having regard to the severity and nature of the breach.
- 9.7 Additionally, the Supplier agrees to comply with any other policy as reasonably set forth by the Company, hereunder the Company's "Anti Bribery & Corruption Policy", "Group Competition Compliance Policy" and "Global Sanctions Compliance Policy". The Company will ensure to inform the Supplier about any such additional policies, which will apply thirty (30) calendar days after such notification.

10 LAW AND VENUE

- 10.1 Any and all disputes between the parties shall, without reference to its conflicts of law principles, be governed by the legislation of the country of the Company indicated on the order confirmation of the delivery giving rise to the dispute in question. The parties explicitly agree to exclude the United Nations Convention on Contracts for the International Sale of Goods.
- 10.2 The exclusive place of jurisdiction shall be the place where the Company indicated on the order confirmation, has its registered office. However, the Company shall also have recourse to the court located in the place where the Supplier has its registered office or domicile.