



# General Purchase Conditions

Revision 0



## **1. Definitions**

- |     |                        |   |
|-----|------------------------|---|
| 1.1 | <i>"GT"</i>            | GIBOTECH A/S  |
| 1.2 | <i>"Supplier"</i>      | A natural person or legal entity entering into an agreement with GT.  |
| 1.3 | <i>"The Agreement"</i> | The contractual relationship between GT and the Supplier agreed to in writing, including but not limited to these conditions. |
| 1.4 | <i>"Items"</i>         | The traded items, processed items and / or assembly of items to be delivered by the Supplier.                                 |

## **2. Application**

- 2.1 These General Purchase Conditions apply when the parties have agreed thereto in writing; e.g. in a contract or if referred to in a purchase order confirmed by the Supplier. Any modifications of or deviations from these General Purchase Conditions must be agreed in writing.
- 2.2 The Supplier's standard terms and conditions of purchase or the like (if any) are not applicable to the Agreement, unless GT has agreed in writing to that effect.
- 2.3 GT exports worldwide.

## **3. Supplier's obligations**

- 3.1 The Supplier is obliged to deliver the Items stipulated in the Purchase Order.
- 3.2 If GT has not specified the quality of the Items ordered, the Supplier shall deliver Items fit for the purposes for which Items of the same description would ordinarily be used.

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- 3.3 The Supplier must ensure that all Items are packed and labelled in good and proper manner. For Gibotech designed items one piece of each Item number must be clearly marked with Gibotech item number and revision; and preferably Gibotech Purchase Order number.

#### **4. Order and order confirmation**

- 4.1 Supplier is obliged to send order confirmation within 3 working days.
- 4.2 The suppliers order confirmation shall stipulate GT order number, GT item number and revision, price, quantity and delivery date. Same information on delivery note and invoice.

#### **5. Prices**

- 5.1 Prices specified in the Purchase Order are fixed and adjustments can only be made with prior written agreement between the Supplier and GT.
- 5.2 Any handling fee, transportation costs, etc., which is not expressly included in the Order Confirmation, will not be accepted.
- 5.3 Items, designed by GT, ordered without pre-agreed price, can only be invoiced at a cost competitive level. In case of dispute quotes/invoices from comparable suppliers will set the maximum price-level.

#### **6. Invoicing and Payments**

- 6.1 Invoices must be submitted as PDF-file and sent to the following address: [faktura@gibotech.dk](mailto:faktura@gibotech.dk)

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- 6.2 Unless otherwise agreed payment terms are 60 days calculated from the actual delivery time, but not earlier than the agreed delivery time.
- 6.3 Invoices are emailed no later than 5 working days after delivery and can only be dated 5 working days back in time.
- 6.4 In case of dispute of an invoice, GT may withhold the payment regarding that invoice.
- 6.5 The Supplier must not in any case be entitled to suspend its performance of its obligations, where GT disputes an invoice or a claim.
- 6.6 GT is entitled to deduct from the purchase price any amount that the Supplier owes GT.

## **7. Transfer of ownership**

- 7.1 The transfer of ownership takes place upon delivery without prejudice to GT's right to reject the Items.

## **8. GT's right to cancellation**

- 8.1 GT has the right to cancel the entire or parts of the Purchase Order up to two weeks prior to the agreed delivery time.
- 8.2 If GT makes use of the right to cancel, all rights and obligations in respect of the cancelled Purchase Order cease to apply.
- 8.3 The Supplier is therefore obliged to pay back any payments received from GT regarding said Purchase Order.
- 8.4 This clause does not apply to the purchase of
  - 1) Items customized by the Supplier in accordance with the Purchase Order
  - 2) Items procured by the supplier specifically for GT in accordance with the Purchase Order.

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## **9. Time and place of Delivery**

- 9.1 Unless otherwise agreed, all deliveries are DDP – “Delivered Duty Paid” (Incoterms 2010) at the delivery place and time stated in the Purchase Order or agreed in writing.

## **10. Compliance with laws, regulations, guidelines etc.**

- 10.1 The delivery and the Items shall comply with legal and statutory provisions in force at the time of delivery in Denmark or the country where the items will be installed at end-customer site, if stipulated in purchase order.
- 10.2 The Supplier guarantees that the delivery does not infringe any third party intellectual property rights.
- 10.3 The delivery, in so far as applicable, must comply with the legally laid down machine directives and EMC directives and be provided with CE marking. The Supplier must always be willing to provide a manual in the language(s) of the country of delivery, or where the items will be installed at end-customer site, if stipulated in purchase order.
- 10.4 If stipulated in a Contract, Purchase Order, Item drawing/specification or otherwise in writing by GT, the Supplier is obliged comply with GT’s Quality Requirements.

## **11. Inspection**

- 11.1 GT is entitled to inspect the Items during production, processing, storage and / or the following delivery.
- 11.2 An inspection, whether or not carried out by GT, does not prejudice GT’s claims against the Supplier, if the Supplier fails to meet his obligations.

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## **12. Delay**

- 12.1 Where the Supplier is in delay, the Supplier shall immediately notify GT in writing including circumstances of the delay, actions taken to minimize the effects of the delay and new expected delivery time.
- 12.2 GT is entitled to terminate the purchase, if the Supplier has not delivered within 2 weeks of the originally agreed delivery time.

## **13. Guarantee**

- 13.1 The supplier guarantees that the deliverables are free of defects and that they meet the specifications of the order for a period of 24 months following the date of delivery.

## **14. Defects and non-conformity**

- 14.1 If GT within 24 months following the delivery date discovers that the delivered items are defective or non-conform, GT must without undue delay give the Supplier notice of the defect or non-conformity.
- 14.2 If the delivered Items are defective or non-conform and this is discovered before shipment to GT's customer, GT is entitled to demand the defect or non-conformity remedied, demand replacement delivery or a proportional reduction of the purchase price.
- 14.3 If, 4 weeks after GT's notice of defect or non-conformity, the delivery is still defective or non-conform, GT is entitled to terminate the purchase.
- 14.4 If the defect or non-conformity is not discovered until after shipment to GT's customer, GT has the right to arrange for repair or replacement by a third party at the expense and risk of the Supplier. GT is obliged to use its best efforts to mitigate the expenses and is only entitled to claim a refund of reasonable expenses.

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- 14.5 Regardless of which of the remedies for breach of contract stipulated in 14.2 – 14.4, GT chooses, GT is entitled to damages for any loss GT may render probable to have suffered due to the Supplier's breach of contract.

## **15. Immaterial rights and Confidentiality**

- 15.1 All specifications, drawings, software-code, etc. that Gibotech has delivered to supplier is owned by Gibotech and the supplier is not allowed to use the documents for other purposes or share with any other person or company.

## **16. Product liability**

- 16.1 If GT is met by claims from third parties regarding damages directly or indirectly caused by the Supplier's Items, the Supplier is obliged to indemnify GT from any loss that may be attributed fully or partly to the Supplier's Items, including any costs for legal proceedings. The Supplier is further obliged to appear before any court or arbitrational tribunal to which actions for damages has been filed by a third party.

## **17. Force Majeure**

- 17.1 In the event of a force majeure, the parties are released from their respective obligations for as long as the force majeure persists, unless it can be shown that the Party ought to have been able to predict such event at the time of entering into the Agreement.
- 17.2 Both parties are entitled to terminate the Agreement if the Agreement has not been fulfilled for a period of more than two months due to force majeure.

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## **18. Suppliers default / Termination of the Agreement**

- 18.1 GT is entitled, without notice of default or judicial intervention being required, to cancel the Agreement in full or in part in the case of:
- a) the Supplier's insolvency, including but not limited to initiation of liquidation proceedings, bankruptcy proceedings, reconstruction, proceedings etc.,
  - b) the Supplier's bankruptcy,
  - c) any circumstances arise, which may give GT reasonable doubt as to the Supplier's continuity with regard to his obligations towards GT.
  - d) the Supplier is taken over by a (market) party with which GT does not wish to associate.
- 18.2 In case of Termination of the Agreement or a part thereof, GT shall not be held liable for any compensation of the Supplier.

## **19. Choice of law and jurisdiction**

- 19.1 Any dispute arising out of or in connection with the Agreement, including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration in Odense Denmark and the Danish law shall govern the Agreement.

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