

1. General terms and conditions for the provision of goods and services

Unless otherwise agreed between the parties, the following general terms and conditions apply to the provision of goods and services. The supplier's general terms and conditions of sale, trade usages and similar will not apply unless SMOKA has approved such terms and conditions in writing.

2. Delay

If the supplier expects or ascertains a risk of delay in delivery, the supplier must immediately notify SMOKA of the expected duration and extent of the delay, stating the reason, as well as a new expected date of delivery. SMOKA may specify a reasonable time within which the supplier must meet its obligations under this agreement. If the supplier then fails to meet its obligations by the end of the time limit specified, it will be considered material breach. In the event of such material breach by the supplier, SMOKA will be entitled to terminate the agreement fully or partially with immediate effect. If the agreement is terminated, SMOKA will be entitled to let a third party provide the services on behalf of the supplier until a new agreement has been made. The supplier will be obliged to cover any losses incurred by SMOKA in that connection.

3. Quantity and quality

Deviation from the quantity and quality ordered must be approved in writing by SMOKA in each individual case.

4. Payment

Payment will be net 30 days from the invoice date and after SMOKA's approval of supply and receipt of a correct invoice. An invoice must be submitted electronically in OIO-UBL format for each purchase order. In addition to complying with applicable instructions issued by the Danish tax authorities (SKAT), the invoice must include the relevant EAN number, the number of the purchase order, purchase order lines, article number, quantity, price and date. SMOKA reserves the right to reject any invoice that does not contain all the data mentioned. If SMOKA receives a non-compliant invoice, the supplier must be notified.

5. Prices

Prices must be in Danish kroner (DKK) exclusive of VAT unless otherwise agreed in writing.

6. Warranty and complaints

The supplier guarantees that the goods and services supplied meet the requirements specified by SMOKA.

The supplier guarantees that supplies will meet environmental requirements as well as other regulatory and safety-related requirements.

The supplier grants a 24-month warranty starting on the date of delivery. The warranty means that the supplier guarantees that all deliveries in the warranty period will comply with the agreement, including that their performance, function and fitness for purpose will comply with the conditions set out in the order, and also accepts that the supplier has a duty throughout the warranty period to remedy faulty deliveries or deliver replacements. A new warranty period will commence after remedy or replacement of faulty deliveries.

7. Insurance

Unless otherwise agreed, the supplier must take out commercial insurance or product liability insurance on usual terms. The insurance must cover the supplier's liability in relation to the performance of the agreement and must be in force throughout the term of the agreement. The supplier must be able to produce a valid insurance policy on request.

8. Documentation

SMOKA may demand that supplies be accompanied by relevant documentation in Danish. The documentation must comply with Danish regulatory requirements concerning the preparation of operations and maintenance documentation. All documentation material provided will be the property of SMOKA.

9. Duty of non-disclosure

The supplier may not disclose any information received in relation to the supplier's provision of services or use any such information for purposes other than those required to fulfil its obligations. The supplier's duty of non-disclosure is not limited in time. The supplier may not use the SMOKA name, logo, trademark, etc without SMOKA's written consent.

If the supplier uses subcontractors, the supplier must ensure that all subcontractors are bound by the same obligations.

10. Access to files

SMOKA has a duty to comply with the provisions of the Public Administration, Environmental Information and Public Information Act. Consequently, the non-disclosure rules do not apply to SMOKA

if a third party demands and is granted access to part of or the entire agreement under the rules on access to public files. The supplier will be consulted before any access to files is granted.

11. Assignment

The supplier may not assign its obligations or rights, either fully or partially, without SMOKA's prior written consent. SMOKA may assign the agreement to an affiliated company or another publicly owned company in the event of variations to the tasks to be performed by SMOKA, including variations resulting from legislative changes, decisions made by the owners of SMOKA and/or general restructuring of the waste management industry.

12. Force majeure

Either party may claim force majeure in matters covered by the general definition of force majeure set out in Danish law. Force majeure may only be claimed at the time and to the extent that the force majeure situation applies.

The party wishing to claim force majeure must notify the other party thereof in writing as soon as the force majeure event is ascertained, unless the force majeure event itself prevents doing so. The notification must include the circumstances occurring as well as their expected extent and duration. In the event of delay, the delayed party must immediately take effective steps to eliminate the delay or reduce its effects.

If the force majeure situation does not end within an uninterrupted period of thirty calendar days, SMOKA will be entitled to terminate the agreement.

If the supplier uses subcontractors, the supplier may not claim exemption from liability as a result of force majeure to an extent greater than would otherwise have applied.

13. Liability

Unless otherwise agreed in writing, the supplier is liable under Danish law for any damage incurred by SMOKA during the performance of the agreement.

The supplier undertakes to indemnify SMOKA for any loss incurred by SMOKA as a result of claims raised against SMOKA, including legal costs, which are caused by execution errors, defects or violation of third-party rights, including property rights, intellectual property rights and copyright.

If claims are made against SMOKA as stated above, the supplier must at the same time accept being subjected to legal action in the court of law that hears the compensation case raised against SMOKA.

14. Register of Foreign Service Providers (RUT)

A foreign supplier must register with RUT not later than the start of the term of the agreement and must send a receipt for the registration to SMOKA together with the RUT number allocated at the time of the registration. This also applies if the supplier uses foreign subcontractors to perform all or part of the services in Denmark. SMOKA must be indemnified for any kind of breach of this provision.

15. CSR

After the signing of the agreement, the supplier and the supplier's subcontractors must comply with SMOKA's CSR policy in force from time to time, including its supplier clause.

16. Governing law and legal venue

The ordinary rules of Danish law apply to the relationship between the parties, provided no deviation from them has been agreed in writing. Any dispute between the parties must insofar as possible be resolved amicably. If the dispute cannot be resolved amicably, it must be resolved by simplified arbitration in accordance with the rules of the Danish Institute of Arbitration in force at the time of the institution of the arbitral proceedings. The legal venue will be chosen by SMOKA and the language of the proceedings will be Danish.

17. Special provisions on the purchase of goods

The terms of delivery are DDP at the location specified, as defined in the Incoterms in force from time to time, exclusive of VAT. All goods must be packaged in a technically and environmentally acceptable way and must be accompanied by a consignment note clearly stating the purchase order number and the name of SMOKA (including the name of a member of the SMOKA staff). Goods will be considered to have been delivered once they have been approved by SMOKA and SMOKA has signed for them. If SMOKA finds that an article does not comply with the specifications or that, in the opinion of SMOKA, the quality of the article is not satisfactory, SMOKA will be entitled to return the article at the supplier's risk and expense.