Trade Agreement

Between

SKOV A/S

&

’Supplier Name’

This Agreement is entered into between SKOV A/S, Hedelund 4, 7870 Roslev, Denmark (called ‘SKOV’)

and

Supplier Name, Address, Company registration no., Country
(called ‘Supplier’)

SKOV and Supplier are collectively named as ‘Parties’

Generally

The Supplier and SKOV enter into this agreement to specify the terms and conditions under which SKOV and companies within the SKOV Group, will purchase from the Supplier.

The Parties agree that this agreement and all related appendixes, applies to all deliveries of products and services from Supplier to SKOV and companies within the SKOV Group.

1 Agreement and Appendixes

a. The terms and conditions of this agreement apply to products ordered after the signing date of this agreement.

b. The documents forming this agreement are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with following sequences

   i. This Trade Agreement

   ii. Appendixes

   iii. SKOV purchase order

   iv. Orgalime S2012

c. The agreement is made between Supplier on the one side and SKOV and all existing and future companies within the SKOV Group on the other side. If a company within the SKOV Group should wish to cooperate with the Supplier, the terms and conditions of this agreement are to be valid.

   Existing companies within the SKOV Group

   DoI-sensors A/S

   SKOV Asia Ltd.

   Scio+

   Secco International Inc.

   SKOV-Sercom B.V.

d. The Supplier must at all times secure an approved confirmation from SKOV before sharing any information with other companies regarding SKOV products and SKOV NPI projects. *Other companies* do also cover Big Dutchman International GmbH and companies within the Big Dutchman Group.

2 Terms of Delivery & Terms of Payment

a. Terms of Delivery are DAP / DDP SKOV A/S, Glyngøre, Denmark (*acc. to Incoterms 2020*)

b. Terms of Payment are 10 days – 3% or alternative 60 days from end of month of delivery to SKOV.

c. Invoices from Danish suppliers must be sent by EDI or EAN. All other suppliers by EDI, alternative pdf document to SKOV e-mail.

EAN: 5790001969233.

E-mail: Invoice-noreply@skov.dk

3 Pricing

a. All prices agreed between the Parties include any taxes, duties, fees or other charges that need to be added to the prices.

b. After agreement, no prices can be changed without a written confirmation from both Parties. Any kind of price increase must be notified at least 6 months in advance before it can enter into force.

c. Agreed conditions regarding price adjustments, price negotiation, special discounts, bonus etc. must be described in detail in Appendix B.

4 Supplier Handbook

a. By signing this Trade Agreement, the Supplier confirms that it will comply with the guidelines described in Appendix D, the Supplier Handbook *"How to Cooperate".*

5 Quality

a. The Parties has entered a Quality Agreement, enclosed as Appendix C, setting out specific and obligatory requirements and procedures to be followed and complied with at all times.

b. SKOV or its nominated representatives can audit the Suppliers quality management system at any time.

6 Returning of products

a. Supplier shall at any time accept SKOV's returning of standard products and shall issue a credit note on the full price of the returned products. SKOV are only allowed to return unused products, which still are stored in the original packaging.

b. The possibility for returning of SKOV specific or SKOV semi-specific products has to be agreed from case to case.

c. Prior to returning any products, SKOV must in all cases notify Supplier.

7 RoHS, REACH & WEEE

a. The Supplier guarantees that delivered products to SKOV (*electronic products or delivered products, which are used in electronic equipment manufactured by SKOV*) are RoHS compliant in accordance to the applicable RoHS directive.

b. By signing this Trade Agreement, the Supplier confirms, that it is familiar with and comply with the applicable REACH and WEEE directive.

8 Validity

a. From date of signing, this Trade Agreement will be valid until one of the Parties wants the agreement or parts of the agreement to be renegotiated. However, the agreement or parts of the agreement cannot be renegotiated within the first (1) year from date of signing.

b. The Trade Agreement can, at any time, be terminated by one of the Parties by a minimum of three (3) months written notice.

c. In case of termination of this Trade Agreement, both Parties are obliged to fulfil all kind of agreements and liabilities which has been agreed under this Trade Agreement.

d. By signing this Trade Agreement both Parties agree, that termination of this Trade Agreement must take place with mutual respect for each other's business.

9 Termination

a. Except of termination as expressly provided for in clause 8, this Trade Agreement and all related agreements and liabilities, can only be terminated with an immediately effect as a consequence of the other Party's material breach of terms of the Agreement or if the other Party, due to gross negligence, fraud or willful misconduct has neglected or will neglect its obligations under this Trade Agreement

10 No Purchase Obligation

a. This Trade Agreement sets out the terms and conditions which are applicable for SKOV or a company within the SKOV Group when doing business with the Supplier. However, SKOV shall be under no obligation to purchase any products from the Supplier.

Appendixes

A – General Purchasing Terms

B – Pricing Conditions

C – Quality Agreement

D – Supplier Handbook, "*How to Cooperate*"

This Trade Agreement will come into force when it is signed by authorized representatives from SKOV and from the Supplier.

Date, _____	Date, _____
_____	_____
Name	Name
_____	_____
Position	Position
SKOV A/S	**"Supplier name"**

Date, _____	Date, _____
_____	_____
Name	Name
_____	_____
Position	Position
SKOV A/S	**"Supplier name"**

Appendix A
General Purchasing Terms

1 Applicability

a. The following purchasing terms apply to all SKOV orders unless otherwise is agreed in written.

b. Any of Suppliers' general sales conditions different here from, even though mentioned in the order confirmation, are inapplicable unless accepted in written by SKOV.

2 Release of Orders

a. Orders from SKOV must be made by placing an order in written and the Supplier must, within one (1) weekday after receipt of order, confirm delivery date. Confirmation of orders is only accepted through EDI or through SKOV Web Portal.

b. Verbal agreements or orders are only valid, if they are confirmed in written.

c. SKOV Purchasing Order Number must be used as reference on all documents related to the order. If the Supplier not have received an original SKOV Purchasing Order, the Purchasing Order Number must be the e-mail address related to the person, who has released the order.

3 Warranty

a. Supplier guarantees that products or services delivered are fit for the purpose for which they are delivered, free from defects in design, materials or workmanship and meet the specifications agreed and approved by SKOV.

b. Supplier guarantees that approved products and specifications not, in any way, are changed without prior written approval from SKOV.

c. The warranty for an individual product shall endure for a period of sixty (60) months, calculated from the date of delivery to SKOV.

d. SKOV shall without undue delay give Supplier written notice of any defect after having become aware of the defect. Supplier shall hereafter without undue delay, and for its own risk and expense, remedy any defect. Remedy means immediately repair the defect product or immediately replace the defect product. Any cost related to the repairing or replacement has to be paid by the Supplier.

e. Should Supplier fail to fulfil this obligation or should the circumstances require it, SKOV may proceed to remedy the defective product itself or employ a third party to do so at Suppliers risk and expense.

f. Supplier is familiar with that SKOV not have any incoming inspection of goods and therefore repairing or replacement of defective products can take place World Wide. All expenses related to repairing or replacement World Wide will be paid by the Supplier.

g. If product is repaired or replaced within the warranty period, the remaining warranty period for the specific product will be extended by 12 months.

h. If required, defective products can be returned at the risk and expense of the Supplier.

4 Assignment, Transfer of Performance of Agreement

a. Suppliers obligations under the cooperation with SKOV cannot be assigned or transferred without prior approval from SKOV.

5 Passing of Ownership

a. Ownership of the product passes to SKOV at the time of physical delivery.

6 Delivery and Liquidate damage

a. The date of delivery agreed with SKOV must at any time be observed. Partial deliveries are permitted if agreed in written. Any extra cost related to partial delivery has to be paid by the Supplier.

b. All shipping documents, quality and inspection reports, operating instructions and other certificates which are necessary or required by SKOV, shall be dispatched to SKOV on the date of shipment of goods. Any delay in delivery of any documentation is considered as a delay of the goods to be delivered.

c. No matter agreed Terms of Delivery, confirmed delivery date must always be the date where the goods arrives at SKOV.

d. Packaging, marking of goods and shipping documents must be as described in the Supplier Handbook.

e. If the product including documentation are delivered later than confirmed date of delivery and this is not due to force majeure or reasons for which SKOV is responsible, SKOV is entitled to claim liquidated damages from the date on which delivery should have taken place. The liquidated damages for a delay in delivery shall be payable at a rate of one percent (1%) of the purchase price of the delayed product for each day of delay. If liquidated damages reach twenty percent (20%, = 20 days' delay), SKOV may in addition to the liquidated damages of 20% also terminate the order under which the delivery should have taken place.

f. The liquidated damages become due at SKOV written demand.

g. In case of force majeure the Parties shall be entitled to postpone their obligations under the agreement between them until the force majeure situation has ceased. In case the force majeure situation is not expected to be brought to an end within three (3) months, the other party is entitled to terminate the agreement / order.

h. Danish Law is applicable concerning definition of force majeure situation.

7 Payment

a. If SKOV fails to pay the purchase price by the stipulated date and this is not due to circumstances for which the Supplier is responsible, Supplier shall, after having given SKOV a written notice requiring payment of the outstanding amount, be entitled to interest from the day on which the payment was due. The rate of interest is EURIBOR (3 month) + 1% per annum.

b. If delivery is made earlier than confirmed and without a prior accept from SKOV, this shall not affect the time of payment.

8 Disputes and Applicable law

a. All disputes arising out of or in connection with the agreement between the Parties shall be settled by arbitration in accordance with the Rule of Procedure of the Danish Institute of Arbitration. The tribunal shall have its seat in Copenhagen, Denmark.

b. The agreement between the Parties including these General Purchasing Terms shall be construed and governed in accordance with the substantive of Danish Law i.e. rules on choice of law shall not apply.

9 Product Liability Insurance

a. The Supplier is liable for any damage or loss caused by defects in the product, or reproductions thereof, if the damage or loss caused is by errors or omissions of the Supplier or someone the Supplier is responsible of.

b. To the extent SKOV had to be met with claims by third parties for damage / loss caused by the product or reproductions thereof, the Supplier is thus obliged to indemnify SKOV to the extent the Supplier in the relationship should be responsible for such loss or damage.

c. The Supplier is obliged to take out and maintain product liability insurance in a reputable insurance company with an insurance sum per occurrence of minimum 3.500.000 EUR.

d. The Supplier is required to be joint plaintiff in the court dealing with any claims brought by third parties against SKOV or customer on the basis of a claim that a third party or customer allegedly caused by the delivered.

10 Environment, Conventions and Corporate Social Responsibility

a. Supplier is obligated to act in an ethical responsible manner and comply with the international conventions and principles.

b. Supplier and Suppliers sub-suppliers must show social responsibility and as minimum comply with The Ten Principles of the UN Global Compact - UN Global Compact, The Ten Principles.

c. Supplier is familiar with and aware of the 17 Sustainable Development Goals pointed out by the United Nations. By signing this agreement, the Supplier is aware of that SKOV are focusing on Goal no. 12 – **Responsible Consumption and Production.**

Responsible Consumption and Production is about promoting resources and energy efficiency and *Responsible Consumption and Production* aims at “doing more and better with less”.

11 General Provisions

a. Should any of these General Purchasing Terms or any specific terms agreed between SKOV and Supplier be declared invalid, the remainder of these General Purchasing Terms and specific terms shall continue unaffected thereby, and the Parties shall agree on replacement terms, which to the extent possible shall express the initial intention of the Parties.

b. Supplier will not use trademarks or trade names owned or used by SKOV Group or pictures of installed SKOV products as reference in sales brochures, press releases or any other material used for general promotion purposes, unless such material is reviewed and explicitly approved in written by SKOV prior to such use.

c. Supplier must ensure at his own expense and without delay that all documents required in Suppliers country to render any order effective, e.g. export licenses, are an remain available and valid during the entire term of the agreement between the Parties. Should Supplier fail to fulfil its obligation, SKOV has the right to claim damages from Supplier and to cancel the order and / or agreement under which the order is placed. The same applies where, in spite of Suppliers efforts, approvals or authorizations required are not obtained within a period acceptable to SKOV of SKOV's customer or where such approvals or authorizations are cancelled or become invalid during the term of the agreement between the Parties.

d. All products delivered under the agreement between SKOV and Supplier may be used, sold and resold in, as well as imported to or exported from any country in the world by SKOV and / or its customers both singularly (as spare parts) and / or incorporated into other products.

e. During the duration of the agreement between SKOV and Supplier and after termination hereof both Parties shall treat all technical documents and commercial information, which has been received from the other party in confidentially, and the receiving party shall not copy, disclosed or otherwise use such documents and information for any other purposes than for fulfilling the agreement between SKOV and Supplier. Supplier shall at request of SKOV return any documentation to SKOV or destroy it.

f. Any and all IPR and Transferred Know-how furnished by either party (Owner) to the other party (Recipient) may not be used for purposes other than performance of the agreement between the Parties without specific written approval of Owner. As between the Parties, Owner shall retain any IPR in and to the above-mentioned information furnished by Owner. Owner is the owner of this information and no ownership of any kind passes to Recipient by the agreement.

g. Supplier warrants that is owns all right, title and interest in, to and under all IPR concerning the products and / or processes valid, transferable, irrevocable, perpetual and worldwide licenses ti relevant IPR owned by third parties entitling Supplier and SKOV to exploit such third party IPR in the products, the production process or otherwise without limitation.