Conditions for Purchase & Delivery

Between SKOV A/S & "Supplier name"

1. Application

These Conditions of Purchase and Delivery shall apply to companies within the SKOV Group and the Supplier, irrespective of any deviating provisions in quotations, order-confirmation, etc. submitted by the Supplier.

If nothing else is mentioned in the conditions, Orgalime S2012 is in force

2. Supplier Handbook

The Supplier must comply with the guidelines described in the Supplier Handbook *"How to Cooperate"*.

3. Prices

Prices agreed for the product(s) comprised by these conditions shall be recorded and regulated in a separate price schedule. Prices agreed shall be inclusive any type of packaging, fees and duties.

Unless otherwise agreed in writing, agreed prices may not be adjusted due to changes in the rate of exchange, raw material price changes, wages/salaries, etc. Any kind of price increase must be notified at least 6 months in advance.

4. Delivery

Delivery has been agreed as DAP (Delivered At Place) SKOV A/S, Glyngøre, Incoterms 2020.

Irrespective of delivery condition, the delivery date stated on the purchase order shall be the date desired for delivery at SKOV. The delivery date confirmed by the Supplier shall be the date for delivery at SKOV at any time

5. Delivery Time

Delivery times agreed for the product(s) comprised by these conditions shall be recorded and regulated in a separate price schedule.

Delivery times agreed shall be observed at any time and delivery times shall include transit times.

In case of changes to the delivery times agreed, the Supplier undertakes to inform SKOV hereof. The Supplier also undertakes to inform SKOV immediately if a delivery date already confirmed cannot be meet.

6. Delay

If the Supplier fails to deliver an order at the confirmed delivery time, SKOV shall be entitled to claim liquidated damage. The only exception from this condition shall be delay caused by force majeure.

In case of a faulty or failing delivery, SKOV shall be entitled to require special freight to be effected at the Suppliers own account and risk.

7. Environment and Corporate Social Responsibility

Supplier must show social responsibility and as minimum comply with The Ten Principles of the UN Global Compact

Supplier is aware of the 17 Sustainable Development Goals pointed out by the UN and is aware of that SKOV do focus on Goal no. 12 – *Responsible Consumption and Production.*

8. Terms of Payment

The Terms of Payment have been agreed as 10 days – 3%, alternative 60 days' net from the actual delivery date.

Invoices from Danish suppliers must be sent by EDI or by using EAN 5790001969233. Other suppliers by using EDI or by sending invoice as a pdf document.

9. Right of Complaint

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 must be paid by the Supplier.

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.

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.

10. Warranty

The Supplier guarantees that products or services 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.

Calculated from the date of delivery, warranty period for an individual product shall endure for a period of sixty (60) months.

SKOV or it's nominated representatives can audit the Suppliers quality management system at any time.

11. Product Liability Insurance

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.

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.

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.

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.

12. Venue and Governing Law

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.

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

SKOV A/S, date:

Strategic Purchaser: _____

Procurement Manager: _____

"Supplier name", date:

"Title": _____

SKOV A/S, Hedelund 4 Glyngøre, 7870 Roslev, Danmark.
VAT: DK87457117, REG. no.: 62302, A/C no.: 3740-4778132699, IBAN DKK: DK91 3000 4778 1326 99
Telephone no: +45 7217 5555