

# EDF DANMARK TERMS AND CONDITIONS

07 June 2022

## 1. GENERAL

- 1.1. These standard terms and conditions ("Terms and Conditions") apply to all tenders prepared by EDF Danmark A/S or its associate companies ("EDF Danmark") as well as orders made by a customer (the "Customer") and accepted by EDF Danmark regarding the sale of any product delivered by EDF Danmark (the "Product")
- 1.2. These Terms and Conditions constitute a translated version of the Terms and Conditions in Danish. In case of discrepancies between the English translation and the Danish version, the Danish version takes precedence.
- 1.3. The Terms and Conditions complement AB18. In event of conflict between the provisions of the Terms and Conditions and AB18, the Terms and Conditions take precedence.
- 1.4. The Terms and Conditions, explicitly, replaces any terms and conditions of the Customer. No deviations, changes or modifications of these Terms and Conditions are valid without EDF Danmark's written acceptance.

## 2. SECURITY, PRICE AND PAYMENT PROVISIONS

- 2.1. EDF Danmark cannot be obliged to provide security for the performance of EDF Danmark's obligations to the Customer.
- 2.2. The prices of the Product are included in the submitted tender documents. The prices are always listed excl. VAT, turnover tax and other taxes and dues, which are not included in the price by law. All prices are listed in Danish kroner (DKK).
- 2.3. The contract sum is a fixed price for the part of the works executed within twelve (12) months of the date of tender. For the part of the works executed more than twelve (12) months after the date of tender, the price is adjusted in accordance with the Construction cost index (BYG61) (in Danish: "Omkostningsindeks for anlæg (BYG61)", Driftsindeks.
- 2.4. Unless otherwise agreed with EDF Danmark, all invoices must be paid in full, via bank transfer or other electronic payment, no later than fourteen (14) calendar days from the invoice date.
- 2.5. EDF Danmark reserves the right, at any time, to demand pre-payment in full or in part for the Product.
- 2.6. The Customer must notify EDF Danmark of objections regarding errors in the invoice, including wrong information, no later than ten (10) calendar days after delivery of the invoice. The notification must include a detailed description of the error, which the Customer objects to. Otherwise, the invoice will be regarded as correct and valid.
- 2.7. EDF Danmark may demand that amounts carry interest of 2% p.a. if the Customer does not pay within the time stated in clause 2.4. The interest is added to the amount on a day-by-day basis and will be claimed on a monthly basis until the full amount is received by EDF Danmark.
- 2.8. The Customer will at no time be entitled to make set-offs due to potential claims against EDF Danmark regardless of the cause of the claim.

## 3. EXECUTION OF THE PRODUCT AND DELAYS

- 3.1. If the Customer is not able to or refuses to receive the Product at delivery, EDF Danmark reserves the right to demand payment of any expenses from the Customer, which EDF Danmark has borne as a result of the unsuccessful delivery. Any works carried out by EDF Danmark to make the Customer able to receive the Product constitute extra works and not needed ancillary services. The works are carried out after a written notification to the Customer of the extra works and their extent. The works are carried out on an on account basis, and the accounts include specifications of hours of work, materials and equipment.
- 3.2. The Product is delivered in the hours of work 07:00-15:00 (7 AM - 3 PM) unless otherwise agreed in writing with EDF Danmark.
- 3.3. The Customer may not order variations to the Product in the form of reduced work, or associated cost reductions compared to the prices in the submitted tender documents, without the written acceptance of EDF Danmark.
- 3.4. In case of delays due to the circumstances of the Customer, including EDF Danmark's lack of access to the construction site, EDF Danmark reserves the right to demand an increase of the price in the submitted tender documents corresponding to the increased expenses, which EDF Danmark has incurred or will incur as a result of the delay.

- 3.5. In case of delays of 2 months or more, which are not due to the circumstances of EDF Danmark, EDF Danmark reserves the right to terminate the contract regarding delivery of the Product.

## 4. LIABILITY

- 4.1. EDF Danmark only warrants that twelve (12) months from delivery (unless the Product is covered by a longer supplier warranty, in which case the warranty period corresponds to the remaining period of the supplier warranty at delivery of the Product) the Product will not have any significant defects of any sort. If a Product has a significant defect, EDF Danmark is entitled, but not obligated, to repair or replace the Product at EDF Danmark's own account or give the Customer credit on future orders.
- 4.2. EDF Danmark is not obliged to ensure that materials and other supplies to be used in the delivery of the Product are covered by a five year supplier liability period for defects in the supply, that the Customer may file claims for defects directly with the supplier as set out in AB18, or that the supplier has provided recognition of direct claims as set out in AB18. Regardless of the significance of the supplies, EDF Danmark is not obliged, on its own initiative, to notify the Customer of the length of the supplier liability period or the Customer's entitlement to file claims for defects directly with the supplier.
- 4.3. The Customer must, without undue delay, and no later than thirty (30) days after the Customer discovered the defects or should have discovered the defects after a careful examination of the Product at delivery, notify EDF Danmark in writing of the significant defects of the Product. Otherwise, EDF Danmark is not liable under clause 4.1.
- 4.4. EDF Danmark is not liable for any direct damage or loss, including personal injury and property damage, unless the damage or loss has been caused by an intentional or grossly negligent act of EDF Danmark.
- 4.5. In any case, the liability of EDF Danmark is limited to an amount corresponding to the Customer's payment for the Product.
- 4.6. EDF Danmark is not liable for any consequential or indirect losses, including, but not limited to, loss of profit, personal injury or property damage.

## 5. INTELLECTUAL PROPERTY

- 5.1. All intellectual property rights related to the Product and delivery of the Product, including, but not limited to, drawings, know how and software, belongs to and will remain belonging to EDF Danmark.

## 6. CONFIDENTIALITY

- 6.1. The Customer warrants that they will maintain strict confidentiality and will not disclose, present or in another way make public information about EDF Danmark, which the Customer has gained knowledge of in the course of the relations with EDF Danmark, including technical drawings, software specifications, transactions and prices as well as any other information regarding the Product or EDF Danmark and its business. The Customer is entitled to disclose information if the Customer is under obligation to do by law or if EDF Danmark has given prior written consent.
- 6.2. The Customer may not utilise confidential information as described in clause 6.1, to, in any way, produce, represent or in any other way design products, which are identical or similar to the Product.

## 7. GOVERNING LAW

Any dispute between EDF Danmark and the Customer is resolved under Danish law.

## 8. DISPUTES

Any dispute which may arise between EDF Danmark and the Customer will be resolved under the provisions in AB18, chapter J.

## 9. OTHER PROVISIONS

If any provisions in these Terms and Conditions are found to be invalid or non-enforceable in whole or in part under applicable law, the relevant provision, in whole or in part, is not considered part of these Terms and Conditions. However, the validity and enforceability of the other provisions in these Terms and Conditions is not affected.