

COWI Group - General Terms and Conditions of Purchase of Goods and Services

Introduction

These General Terms and Conditions of Purchase of Goods and Services ("GTC") apply to all deliveries of Goods and Services from a party ("Supplier") to COWI A/S or any other legal entity within the COWI Group (being COWI Holding A/S and its wholly or partly owned subsidiaries and affiliates) ("COWI"). No other terms and conditions shall be binding upon COWI and Supplier unless agreed in writing by both parties. All terms and conditions contained in any communication which are different from or in addition to the GTC shall not be binding on COWI, unless otherwise expressly agreed in writing by both COWI and Supplier in each case. If COWI has specified any specific conditions in a Purchase Order, such specific conditions shall take precedence over this GTC.

1. Definitions

1.1 In the following, "Services" shall mean the performance of work by Supplier or his representative pursuant to a Purchase Order.

1.2 In the following, "Goods" shall mean tangible goods, products, or other articles which are delivered by Supplier pursuant to a Purchase Order.

1.3 In the following, "Purchase Order" shall mean an order regarding the delivery of Services and/or Goods issued by COWI, in the form of a supply agreement, a stand-alone purchase or any other written document, including orders placed by e-mail and electronic orders, e.g. orders placed by COWI on Supplier's web shop or any other online order platform.

2. Ordering and Order Confirmation

2.1 Purchase Orders will be issued by COWI in writing and will be binding at Supplier's acceptance in writing, e.g. by e-mail.

2.2 If Supplier does not reject a Purchase Order within five (5) working days after receipt, or if Supplier commences the performance of any part of a Purchase Order, the Purchase Order will be deemed unconditionally accepted by Supplier.

2.3 Irrespective of clauses 2.1 and 2.2 above, an electronic order (cf. clause 1.3 above) is binding upon COWI's placement of the electronic order, unless the order is rejected by Supplier within two (2) working days from COWI's placement of the order.

2.4 Any modifications of the Purchase Order by Supplier are binding only if accepted by COWI in writing.

3. Terms of Delivery

3.1 Delivery shall be made pursuant to the Purchase Order. Early deliveries, partial deliveries or excess deliveries require COWI's prior written consent.

3.2 Delivery shall take place when the Goods or Services are placed at COWI's disposal - which means in proper working order in the case of delivery of Goods and on completion in the case of delivery of Services - in the location specified by COWI in the Purchase Order.

3.3 All Goods shall be delivered in proper packaging to the delivery address(es) specified by COWI and shall be accompanied by a delivery note containing appropriate and relevant information. This includes, but is not limited to, product designation, quantity, unit, Supplier's product code, Purchase Order number (if any), place of delivery and name of ordering party.

3.4 If the delivery terms are not specified in the Purchase Order all Goods shall be delivered DDP (as interpreted in accordance with Incoterms 2020).

4. Price, Invoicing, and Terms of Payment

4.1 Unless stated otherwise in the Purchase Order, prices are including all current duties and levies, but excluding VAT. The prices include any ancillary services or costs related to the Goods or Services, including delivery, service, handling, invoicing, and support.

4.2 Unless stated otherwise in the Purchase Order, all prices shall be fixed in the agreed currency for the duration of the Purchase Order and may not be adjusted irrespective of any increases in Supplier's cost or exchange rates. In so far, the Purchase Order contains specific provisions concerning price or currency adjustment, Supplier shall provide satisfactory documentation prior to the adjustment.

4.3 Unless stated otherwise in the Purchase Order, invoicing of Goods may take place upon completion of delivery whereas invoicing of Services may take place only upon finalization and acceptance of Services.

4.4 Unless agreed otherwise in writing, invoices must be sent to COWI electronically in OIUBL format via EAN. For technical questions please contact our service provider: mySupply ApS at support@mysupply.dk. For other questions please contact COWI at accountspayable@cowi.com.

4.5 All invoices shall be in English or the local language of the country where the ordering COWI entity is registered and shall at least state Supplier's name, address and company registration number, the Purchase Order number (if any), name of ordering COWI entity, the COWI employee e-mail address for the attention person (e.g. abcd@cowi.com), delivery address, agreed currency and a thorough description of the delivered Goods/Services. Invoices without this information are not payable and will be returned to Supplier for correction and reissuance.

4.6 The general terms of payment are sixty (60) days net, calculated from COWI's receipt of a correct invoice, cf. clause 4.7 below.

4.7 Payments will only be made for invoices that are in compliance with COWI's requirements to the invoice as stipulated in clause 4.4 and 4.5 above and the individual Purchase Order and properly approved, whereby all Goods and Services have been received by COWI in due quality and quantity.

4.8 If Supplier's circumstances imply that COWI cannot pay by electronic transfer, COWI may not be held liable for non-payment, resulting in default interest and/or remedies for breach of contract.

5. Warranties

5.1 If Supplier provides Services to COWI, Supplier warrants that (i) Supplier has the requisite expertise, knowledge and skills necessary to perform the Service with a high standard of quality and in accordance with COWI's requirements as set out in the Purchase Order; (ii) the Service will be performed in a professional manner; (iii) Supplier has the right to fully perform the Service and duly fulfil the Purchase Order; (iv) the Supplier's performance of the Services will not violate any agreement or obligation between Supplier and a third party; and (v) the Service complies with applicable laws, rules, administrative decisions and/or other public regulations or requirements of the countries where the Services are performed and/or intended to be used or utilized.

5.2 For a period of two (2) years from the time of delivery, Supplier warrants that Goods delivered are (i) designed and manufactured in a professional manner, (ii) are fit for any normal or agreed purpose, (iii) are free from any defects, (iv) comply with applicable laws, rules, administrative decisions and/or other public regulations or requirements of the countries where the Goods are delivered and/or intended to be used or utilized; and (v) comply with agreed qualitative and quantitative specifications and requirements as stipulated in the Purchase Order.

5.3 Supplier shall without undue delay - at COWI's discretion - credit, repair, remedy or replace defective Goods and/or Services at Supplier's cost and risk. Supplier shall reimburse COWI any direct costs, expenses or other losses incurred as a result of the defective Goods/Services, including but not limited to inspection cost, dismantling and installation costs, freight, import and export duties, charges and taxes. Defective Goods that have been replaced at Supplier's cost shall be the property of Supplier and shall be returned to Supplier at Supplier's risk and cost if Supplier so requests within thirty (30) days from Supplier's receipt of COWI's complaint.

6. Supplier's Breach of Contract

6.1 Delay

6.1.1 Supplier shall use its best efforts to avoid delay in the delivery of Goods/Services. If Supplier has reason to believe that it will not be able to deliver the Goods/Services at the agreed time of delivery, Supplier shall immediately notify COWI thereof in writing, giving the reason for the delay and its expected duration. For the avoidance of doubt, such notification shall not relieve Supplier from liability for the delay.

6.1.2 If Supplier does not deliver the Goods/Services on the agreed time of delivery, and the delay is not caused by COWI or force majeure, cf. clause 9 below, COWI is entitled to liquidated damages as from the agreed delivery date. The liquidated damages amount to four (4) percent of the total purchase price per week of delay, however not exceeding twelve (12) percent of the total purchase price in the aggregate. The liquidated damages fall due for payment at COWI's written demand. Partial deliveries shall not exempt Supplier from liability pursuant to this clause 6.1.2.

6.1.3 Any delay beyond five (5) days from the agreed delivery date is considered a material delay, which entitles COWI to terminate or cancel the Purchase Order in question in whole or in part.

6.1.4 Supplier's payment of liquidated damages due to delay does not exclude COWI's right to claim compensation for any direct loss in excess of the liquidated damages paid by Supplier pursuant to clause 6.1.2 above.

6.2 Defects

6.2.1 Supplier shall be liable for defects, errors or omissions of Goods/Services provided pursuant to a Purchase Order in accordance with the terms and conditions of this GTC as well as the applicable laws, cf. clause 15.1 below.

6.2.2 Irrespective of the obligation to remedy defects, cf. clause 5.3 above, COWI shall - at its sole discretion - be entitled to reject Goods/Services and cancel the Purchase Order in whole or in part if the Goods/Services turn out to have material defects.

6.3 Third-party Rights

6.3.1 Supplier warrants that the Goods/Services, or the use thereof, do not infringe any intellectual property rights (including, without limitation, any patent, trademark, industrial design, copyright, license, or trade secret) of any third party. If claims based on the Goods/Services' infringement of intellectual property rights are made by a third party against COWI, Supplier shall indemnify COWI for all damages, costs and expenses arising out of or in connection with such claim or infringement.

6.3.2 Should Goods/Services be found to infringe the rights of a third party, Supplier shall indemnify COWI for all damages, cost and expenses arising out of or in connection with the infringement and, without cost to COWI, modify the Goods/Services to be non-infringing or, as the case may be, obtain and maintain such license and rights from the third party as are required for the unrestricted, continued use of the Goods/Services.

7. Product Liability and Liability to Pay Damages

7.1 Supplier shall defend, indemnify, and hold COWI harmless from all claims and losses arising from personal injury or damage to property, provided that these are caused by defects in the Goods/Services. This includes all losses and expenses incurred by COWI in the course of averting risk of death, personal injury or damage to property caused by the defective Goods/Services.

7.2 Supplier shall assume the defence of claims or losses with counsel approved by COWI and shall not settle any claim or loss without COWI's written consent, which shall not be unreasonably withheld or delayed.

7.3 If a product liability claim relating to Goods/Services is raised by a third party against one of the parties, the latter party shall without undue delay inform the other party thereof in writing.

8. Insurance

8.1 Supplier shall maintain and keep in force adequate insurance, including also, as the case may be, a products liability insurance. The insurances shall be in effect for the entire term of the Purchase Order and at a minimum for a period of one (1) year hereafter.

8.2 Prior to Supplier's acceptance of the Purchase Order Supplier shall, at COWI's request, provide and deliver to COWI an insurance certificate as proof of the insurance(s).

9. Force Majeure

9.1 Neither party can be held responsible for non-fulfilment of a Purchase Order, provided that the party proves that it is not possible to fulfil its obligations due to extraordinary circumstances, including but not limited to extraordinary labour conflict involving other than Supplier's employees, pandemics, fire, export and import prohibitions, currency restrictions or other circumstances/obstructions beyond its control, and which could not reasonably have been avoided or foreseen.

9.2 The party claiming force majeure shall inform the other party in writing without undue delay. The information shall include the content and scope of the obstruction(s) and how this influences the fulfilment of the Purchase Order. This party is furthermore obligated to loyally co-operate in mitigating the consequences.

9.3 Each party shall defray its own costs/bear its own losses resulting from force majeure.

9.4 If the force majeure situation has not been terminated within two (2) months, the other party is entitled to terminate the Purchase Order by written notice with immediate effect without further liability.

10. Assignment of Obligations and Outstanding Accounts

10.1 Supplier may not assign or sub-contract its rights and/or obligations under the Purchase Order in whole or in part without COWI's prior written consent. If so provided, the liability for correct and timely performance of the Purchase Order shall, however, always remain at Supplier. Furthermore, an approved subcontractor (if any) cannot be replaced during the term of the Purchase Order without COWI's prior written approval.

10.2 Supplier may only discount or assign his outstanding account in whole or in part to a third party with COWI's prior written consent.

10.3 The ordering COWI entity shall be entitled to assign all rights and obligations under the Purchase Order in whole or in part to any legal entity within the COWI Group without prior consent from the Supplier.

11. References and Marketing

11.1 Supplier may only use COWI's name in a marketing context, including information on individual Purchase Orders, by prior agreement in writing with COWI.

12. Confidentiality

12.1 Any non-public information which COWI has made or may make available to the Supplier shall remain the exclusive property of COWI and shall be treated as confidential by Supplier and its representatives, and must not, without written consent of COWI in each case, be copied, reproduced, or transferred to third parties or be used for other purposes than those intended when the information was made available. Confidential information shall be returned by Supplier to COWI within one (1) week upon COWI's request.

12.2 The obligations set forth in clause 12.1 shall survive termination or expiry for five (5) years.

13. Data Privacy

13.1 To the extent necessary for fulfilling a Purchase Order each party will disclose Contact Data to the other party. "Contact Data" means names and business contact details of employees, business contacts persons and representatives of a party, such as title, name, email address, telephone number etc., which identifies employees of that party, received by the other party. As Contact Data is regulated by applicable laws on data privacy, each party shall process and treat Contact Data in accordance with applicable laws, in accordance with specific instructions from the other party, and in any event in a safe and secure manner preventing unauthorized access, use or disclosure. Each party will use adequate contractual and technical mechanisms to protect Contact Data. Unless a special Data Processing Agreement is made, neither Party authorizes any exchange, use or processing of personal data other than Contact Data.

13.2 COWI will use such personal data to perform its contractual obligations, such as administration of supplier relations and of payment transactions. For further information regarding this processing please see COWI's privacy policy: [Privacy \(cowi.com\)](http://www.cowi.com).

14. Export Control Regulations and Customs

14.1 Export Control Regulation

14.1.1 Supplier shall comply with all applicable national and international (re-) export control regulations. Supplier shall in particular check and warrant vis-a-vis COWI by appropriate measures that:

- There will be no infringement of an embargo imposed by the European Union, by the United States of America and/or by the United Nations by transfer of Goods related services or by brokering of contracts concerning Goods or related services or by provision of other economic resources in connection with those Goods or related services, also considering the limitations of domestic business and prohibitions of by-passing those embargos;
- Goods or related services are not intended for use in connection with armaments, nuclear technology, or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization is provided; and
- The regulations of all applicable Sanctioned Party Lists of the European Union and the United States of America concerning the trading with entities, persons and organizations listed therein are considered.

14.1.2 If required to enable public authorities and/or COWI to conduct export control checks, Supplier shall, at COWI's request, promptly provide COWI with all relevant information.

14.2 Customs

14.2.1 Supplier must satisfy all requirements of the applicable national and international customs and foreign trade legislation as applicable. Supplier shall notify COWI in writing of all data and information that the ordering COWI entity needs in order to comply with the applicable foreign trade legislation in exports, imports and re-exports, in particular, but not limited to: the commodity code according to the current commodity classification for trade statistics and customs purposes based upon the Harmonized System (HS); and the country of origin (non-preferential origin).

14.2.2 If requested by COWI, Supplier must also supply the following: a certificate proving the non-preferential origin; and supplier declarations of preferential origin or preferential certificates (in the case of suppliers from countries where electronic origin statements do not apply).

15. Compliance with Requirements – Supply Chain

15.1 Supplier shall ensure that the Goods, Supplier processes, and Supplier services conform to applicable law in the country/countries of manufacture, shipment, delivery, and (if provided to Supplier) the country of destination.

15.2 Supplier shall cascade all applicable requirements down the supply chain to, if any, the point of manufacture(s). Supplier is responsible for any sub-supplier's failure to adhere to any and all requirements.

16. COWI's Code of Conduct for Suppliers

16.1 COWI has joined the United Nations' Global Compact initiative, which means that COWI is committed to the Ten Principles of the United Nations Global Compact on human rights, labour rights, environment, and corruption. The Ten Principles are incorporated in the COWI Code of Conduct for Suppliers available at: [COWI Code of Conduct for Suppliers on Cowi.com](http://www.cowi.com)

16.2 Supplier shall comply with COWI Code of Conduct for Suppliers and shall cascade all applicable requirements down the supply chain to, if any, the point of manufacture(s). Supplier is responsible for any sub-supplier's failure to adhere to any and all requirements.

16.3 Supplier's breach of COWI Code of Conduct for Suppliers is considered a material breach of contract and shall entitle all COWI entities to terminate with immediate effect any and all Purchase Order(s) as well as any other contract with Supplier.

17. Gifts, Benefits, and Fair Competition

17.1 All employees of COWI's group of companies are bound by a corporate standard governing ethics for all employees, including also contact to COWI's suppliers.

17.2 Supplier warrants that Supplier will not make any payment of commissions of money, substantial gifts, services, dining, entertainment and travels or other similar gratuities or benefits to any employee of COWI or such employee's family directly or through a third party for the purpose of inducing the employee to do or omit any action, to look favourably on Supplier or for any other purpose.

17.3 Supplier warrants that Supplier will engage in fair, competitive business practices in compliance with applicable legislation and business practice.

17.4 Supplier's breach of this clause 17 is considered a material breach of contract and shall entitle all COWI entities to terminate with immediate effect any and all Purchase Order(s) as well as any other contract with Supplier.

18. Sustainability

18.1 Supplier shall comply with all applicable local and national environmental laws as well as international standards and shall obtain and maintain all the necessary environmental permits, approvals, and registrations. Supplier shall cascade all applicable environmental requirements down the supply chain to, if any, the point of manufacture(s).

18.2 Supplier shall in its manufacturing and supply of Goods and/or Services conduct its business with a minimum consumption of raw materials, energy and water, the fewest possible undesirable health, safety and environmental effects and the most effective utilization of natural resources.

18.3 Supplier shall develop and implement effective environmental management systems in order to mitigate or minimize environmental impacts emanating from its operations.

18.4 Supplier shall not manufacture, use or trade chemicals and hazardous substances subject to international bans due to their high toxicity, environmental persistence or potential for depletion of the ozone layer.

18.5 Supplier shall inform COWI of any violation of environmental standards by Supplier or any firm in the supply chain without undue delay.

19. Health and Safety

19.1 COWI Group is committed to providing a healthy and safe working environment for all employees, which is also essential to COWI's overall business performance.

19.2 Supplier shall comply with all relevant health and safety legislation and codes of practice and shall cascade all applicable health and safety requirements down the supply chain to, if any, the point of manufacture(s).

19.3 Supplier shall not compromise a healthy and safe working environment for economic or productivity reasons.

19.4 Health and safety cover the physical, psychological, and social factors that affect employees at the workplace, i.e. the relations and conditions that apply at work. These include, e.g., layout of workstations, evacuation of buildings, employee satisfaction, and health and accident prevention.

19.5 Suppliers shall develop and implement effective health and safety management systems in order to mitigate or minimise health and safety risks emanating from its operations.

19.6 Supplier shall inform COWI of any violation of health and safety standards by Supplier or any firm in the supply chain without undue delay.

20. Audit Rights

20.1 COWI is entitled to conduct audits with the Supplier to verify that Supplier complies with any and all requirements stipulated in this GTC, including in the COWI Code of Conduct for Suppliers.

20.2 COWI shall notice Supplier of such audits at least 60 days prior to conduct of the audit. COWI shall not reimburse Supplier for any of the costs related to the audit.

21. Consequential and Indirect Losses

21.1 Except for any liability arising under clauses 6.3, 7 and 9 above, all claims for consequential losses, loss of profit, loss of goodwill as well as any other indirect losses are expressly excluded. However, this limitation of liability shall not apply in the event of (i) wilful misconduct or fraud, (ii) gross negligence, or (iii) in case of death or bodily injury.

22. Disputes, Applicable Law and Legal Venue

22.1 Any dispute between the parties arising from or in connection with this GTC and/or a Purchase Order shall be settled pursuant to the substantive laws of the country where the ordering COWI entity is registered.

22.2 Venue for any litigation related to this GTC and/or a Purchase Order shall be the venue of the ordering COWI entity.

22.3 If one or more of the terms and conditions in this GTC or any part of a term is deemed invalid, unenforceable, illegal or inoperative, the validity, enforceability, legality or operability of all further terms and conditions in this GTC shall not be affected or diminished thereby.