

General Terms and Conditions for purchase of Indirect materials and services (MAN-ES-PPI-2024.06. DK)

General Terms and Conditions for MAN Energy Solutions, filial af MAN Energy Solutions SE, Tyskland, DENROS A/S and DENCOP A/S.

1. The capitalized terms and expressions set out in the following shall have the meanings ascribed to them below:

- 1.1. "Confidential Information" means, with respect to each Party, any and all information which a Party or its directors, Employees, representatives or advisers, have received or will receive from the other Party in connection with the Purchase Order (whether disclosed or obtained in writing, orally, in electronic form, by demonstration or otherwise).
- 1.2. "Employees" mean employees engaged by the Supplier, participating in the provision of the Services to MAN on behalf of the Supplier "Purchase Order" means the purchase order placed by MAN with the Supplier subject to these Terms and Conditions.
- 1.3. "Intellectual Property Rights" means intellectual property rights of any nature whether registrable or not including without limitation any and all inventions, patents, software codes, utility models, design rights, copyright, know-how, trade secrets, Confidential Information, trademarks, service marks, trade names and goodwill.
- 1.4. "MAN" means the relevant purchasing entity as stated in the Purchase Order, being either (i) MAN Energy Solutions, filial af MAN Energy Solutions SE, Tyskland (a Danish registered branch of MAN Energy Solutions SE, Germany), company reg. no. (CVR) 31611792, Teglhølmegade 41, 2450 Copenhagen SV, Denmark, (ii) DENROS A/S, company reg. no. (CVR) 43 86 32 31, Teglhølmegade 41, 2450 Copenhagen SV, Denmark, or (iii) DENCOP A/S, company reg. no. (CVR) 34039917, Teglhølmegade 41, 2450 Copenhagen SV, Denmark.
- 1.5. "Parties" or "Party" means MAN and/or the Supplier, the case may be.
- 1.6. "Purchase Order" means the Purchase Order placed by MAN with the Supplier subject to these Terms and Conditions.
- 1.7. "Prices" means the Prices to be paid by MAN for the Work provided by the Supplier.
- 1.8. "Products" means the products described in the Purchase Order.
- 1.9. "Services" means any service which may comprise personal and/or professional development, product or software development, project management services, maintenance, upgrade, rework, support or any other services performed and delivered to MAN by the Supplier as set out in the Purchase Order.
- 1.10. "Supplier" means the legal entity that will supply certain Work to MAN further to the Purchase Order.
- 1.11. "Terms and Conditions" means this document together with any sub-appendices and/or any amendments.
- 1.12. "Work" means Products and/or Services.

2. Products and Services

- 2.1. The Supplier shall deliver the Work to MAN in accordance with the Purchase Order.
- 2.2. Supplier's obligations with respect to the Services shall also include such associated and ancillary obligations, Services, functions and responsibilities which are not expressly stipulated but are reasonably required for or form a natural part of Supplier's obligations.
- 2.3. Any changes in the Purchase Order must be agreed between the Parties in writing.
- 2.4. Unless a valid contract or framework agreement exists between the Supplier and MAN, in which other terms and conditions have been agreed upon, these Terms and Conditions shall apply for the Purchase Order. Other terms and conditions, in particular the Supplier's general terms and conditions, shall not apply, irrespective of whether or not such general terms and conditions have been expressly rejected by MAN.

3. Delivery Terms

- 3.1. Delivery terms shall be DDP - Named place of destination (Incoterms 2020), unless otherwise stated in the Purchase Order.
- 3.2. Delivery dates stated in the Purchase Order shall be binding and shall, notwithstanding the Incoterms agreed upon, be understood as the time of arrival at the place of destination (including the required documentation) as stated in the Purchase Order.
- 3.3. MAN expressly reserves the right to return at the Supplier's cost any consignments, which are delivered prematurely or are of excessive quantity. The Supplier shall pay any additional expense incurred in this connection.
- 3.4. All Work must be examined by MAN within 90 days upon delivery. Part deliveries and incomplete consignments are only permissible with the prior written approval of MAN. If such deliveries are nonetheless made without such prior written agreement, MAN shall be entitled to claim reimbursement from the Supplier of any additional expense incurred. Moreover, such deliveries shall be considered as "not delivered." for the purposes of this clause 3 until MAN has received complete delivery. In case of incorrect supply of or delivery of excessive quantity of Products, MAN may return the Products delivered at the cost and risk of the Supplier.
- 3.5. Products can be returned to the Supplier on the condition that they are unused and in original packaging. Return Products must be credited 100% within 30 days.
- 3.6. Customized Products for MAN can only be returned upon written agreement with the Supplier.

4. Order confirmation

- 4.1. MAN expressly reserves the right to reject any order initiated by the Supplier, without the Supplier previously having received a Purchase Order from MAN.
- 4.2. Order confirmations including delivery date must be delivered per Purchase Order, within 24 hours after the receipt of MAN's Purchase Order as PDF file attached to an e-mail. MAN's Purchase Order number must be stated in the subject line of the e-mail. Order confirmations must be sent to the following email address: MAN2B-DK@MAN-ES.COM

5. Representations and warranties

- 5.1. The Supplier represents and warrants, for a period of 24 months from the date the Work was rendered:
 - that the Work shall be in accordance with the Purchase Order and these Terms and Conditions, the agreed delivery times and the service- and performance levels.
 - that the Products shall be new and unused, free from defects in design, material and workmanship.
 - that the Work will conform to the latest state of the art as well as to the relevant regulations as issued by authorities and professional associations.
 - that the Work shall be of merchantable quality and fit for any purpose held out by the Supplier or made known to the Supplier at the time the Purchase Order was issued.
 - that the Work shall correspond with any relevant technical specification or sample as minimum requirement.
 - that the Work comply with all statutory requirements and regulations relating to the sale of the Work.
 - that the Work comply with all standards and codes issued by relevant authorities and professional associations, inclusive of all pertinent requirements concerning environmental protection and safety at work.
 - that the Work is performed by appropriately experienced, qualified and trained Employees suitable for the tasks and work to be performed.
 - that the Work is free from defects and is carried out with reasonable skills and care.
 - that the Employees comply with MAN's internal occupational health safety and environment policies and work requirements as amended and notified to the Supplier.
 - that the Employees work in accordance with the Danish Collective Labour Agreement and any other applicable laws and regulations in this regard.
- 5.2. The responsibility, warranty and liability of the Supplier for materials and workmanship shall not be limited in any way by provisions of the Purchase Order and/or by MAN's inspection or investigation rights. If MAN and/or authorised third parties make suggestions or demands regarding classification, design, material selection and processing or the selection of subcontractors or dealers, the Supplier's liability under the Purchase Order shall not lapse unless the Supplier objects to this in writing.
- 5.3. Supplier undertakes not to include the MAN name and logo in any reference lists, promotion materials, presentations, web sites, or alike without written acceptance from MAN's procurement department.

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5.4. Supplier shall comply with any reasonable request from MAN for replacement of any of the Employees involved in the performance of the Services. In the event of replacement of Employees, the Supplier shall ensure that (i) the replacement Employee is appointed without unnecessary delay; (ii) the replacement Employee possesses the required skills; and (iii) the adverse effects of the replacement are limited. Supplier is not entitled to request payment of any fees and/or costs in connection with replacement of Employees.

6. Prices – Fees and expenses

6.1. The Prices to be paid by MAN for the Work shall be in accordance with the Purchase Order. The Prices include, where applicable, any and all existing and future customs duties, withholdings and other taxes, fees or charges (including, if applicable, classification costs) but excluding Value Added Tax (VAT).

7. Terms of payment

7.1. All undisputed amounts shall fall due sixty days after the date of MAN's receipt of Supplier's invoice unless other payment terms have been agreed between the Parties in writing.

7.2. Each invoice issued by the Supplier shall refer to a single Purchase Order and shall comply with and state the following according to the below requirements:

- Purchase order number provided by MAN.
- The Supplier's name, address, any telephone number, website and e-mail address.
- Invoice number and invoice date.
- Delivery date(s).
- Number and nature of the Work provided.
- Amount payable per unit and total amount per item.
- Total amount ex. VAT, VAT rate and VAT payable.
- Currency (ISO code).
- Supplier's account number.

7.3. MAN expressly reserves the right to reject any invoice without MAN Purchase Order number or for delivery of Work initiated solely by the Supplier.

7.4. Invoices are to be addressed to the following address and must be sent as PDF by email (only one file including all attachments per email with a maximum of 10MB) to:

MAN Energy Solutions, filial af MAN Energy Solutions SE, Tyskland Teglhølmegade 41 DK-2450 Copenhagen SV E-mail: incoming-invoice-cph@man-es.com	DENROS A/S, CVR 43 86 32 31 c/o MAN Energy Solutions Teglhølmegade 41 DK-2450 Copenhagen SV E-mail: incoming-invoice-cph@man-es.com	DENCOP A/S, CVR 34039917 c/o MAN Energy Solutions Teglhølmegade 41 DK-2450 Copenhagen SV E-mail: incoming-invoice-cph@man-es.com
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7.5. In case of cancellation of the Purchase Order, Supplier shall be obliged to refund to MAN forthwith in cash any and all down- or pre-payments made by MAN, plus interest of eight (8)% over the Yearly Euribor rate for the period since receipt of payment.

8. Delay

8.1. A delay will be deemed to exist if the delivery of Work and/or the approved SAT (Site-Acceptance-Test / production readiness) is not provided in accordance with the agreed delivery date and/or time schedule and such delay is attributable to the Supplier.

8.2. In case the Supplier is unable to meet the prescribed and confirmed delivery date, the Supplier shall pay liquidated damages for the delay amounting to 1.5 % of the total order value of the Purchase Order in question for each commenced week of delay, up to a maximum of 12 % of the total value of the Purchase Order in question.

8.3. These liquidated damages shall be in addition to any other remedy of MAN against the Supplier with respect to the failure to achieve the agreed delivery dates set out in the Purchase Order.

8.4. MAN shall be entitled to set off any liquidated damages payable by the Supplier pursuant to this clause 8 against any sums due to the Supplier by MAN. MAN shall be entitled to claim the above liquidated damages, even after acceptance, for a period of up to 12 (twelve) months after acceptance, regardless of whether MAN has reserved this right upon acceptance or not.

8.5. Furthermore, MAN reserves its right to claim for compensation for losses exceeding the liquidated damages incurred due to the delay of the Supplier.

8.6. Should the delay in delivery continue over a period of one month, MAN shall have the right to cancel the full or parts of the Purchase Order in question.

8.7. MAN shall have the right to select for supplementary performance either via remedy or replacement delivery, and to claim damages in accordance with the statutory provisions. Furthermore, the Supplier shall be responsible for the expenditure incurred as a result of subsequent performance. If subsequent performance does not take place within the reasonable period set by MAN, if it fails, or if the deadline set was ignored, MAN may furthermore reduce the remuneration or terminate the Purchase Order. In addition, MAN may claim the statutory amount of damages, even in lieu of performance, and also reimbursement of wasted expenditure. If MAN is entitled to make guarantee claims over and above the statutory warranty claims, these shall not be affected by this clause 8.

8.8. In urgent cases and in particular in cases where there is a risk of serious losses, MAN is entitled to, itself or with the help of a third party, to initiate measures for remediation or re-delivery at the Supplier's expense and risk. However, this presupposes either that (i) MAN has notified the Supplier in advance, (ii) the Supplier has not completed remediation or re-delivery within a reasonable time at the request of MAN, or that (iii) MAN was unable to give notice to the Supplier due to the seriousness of the situation. The foregoing does not affect the Supplier's obligation to provide remediation or replacement. The Supplier must bear all additional costs, including costs for dismantling, installation, testing and technical acceptance. This provision does not affect any statutory right for MAN to remedy the defect itself.

8.9. Other than as set out herein, the general Danish law on remedies for delay or non-delivery shall apply.

8.10. The remedies according to this clause 8 shall be in addition to any other remedy of MAN against Supplier.

9. Insurance

9.1. The Supplier is obliged to take out a product liability and recall campaign cost liability insurance and a third party liability insurance with a coverage for personal injury, damage to property and pecuniary loss in the amount of at least five million Euro (EUR 5,000,000) per case, to maintain these insurances during the ongoing supply relationship without any disruption and provide evidence to MAN at all times, if so requested.

9.2. MAN will demand from the Supplier to increase his insurance coverage on the merits or in terms of amount, based on the Supplier's capability, the business relationship and liability risks. The Supplier is obliged to study these demands and provide his agreement whenever possible. Such agreement shall not be unreasonably refused by the Supplier.

9.3. In case that an insured event occurs, MAN and Supplier are obliged to provide each other with information on all circumstances and events associated with the insured event.

9.4. In case of change of liability insurance company, the Supplier shall immediately notify MAN, and shall provide evidence of its insurance coverage at MAN's request.

10. Defects

10.1. MAN shall be entitled to serve notices of defects within 90 days of receipt of the Products, or after fulfilment of the provided Services, and in the case of hidden defects, within four weeks of their discovery.

10.2. A defect will be deemed to exist in relation to the Work if (i) the Work fails to meet the requirements set out in the Purchase Order and/or in a technical specification provided by MAN, (ii) the Work fails to satisfy the Supplier's representations and warranties (cf. clause 6), or (iii) the Work is otherwise defective according to Danish law.

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- 10.3. Upon notice from MAN or upon becoming aware of a defect, the Supplier shall immediately and free of charge initiate remediation of such defect, taking the nature of such defect into consideration. The remedial Work must result in a final resolution of the defect.
- 10.4. In the event that the Supplier does not initiate its remediation efforts immediately or fails to reach a final solution within a reasonable time, MAN shall be entitled to stipulate in writing a reasonable period of time for the Supplier's further efforts to remedy such defect. In the event that the Supplier fails to remedy the defect before the expiration of the period thus stipulated, MAN is entitled to ensure that a third party remedies the defect at the Supplier's risk and expense.
- 10.5. In case any repair or replacement is not possible or that it will cause unreasonable inconvenience or costs for MAN, MAN is entitled to (i) cancel the Purchase Order, (ii) to demand a proportionate reduction in the purchase price, and/or (iii) to demand compensation for non-fulfilment of the Purchase Order or credit the price (if already paid) attributable to the faulty Work.
- 10.6. In the case of failure or defects found during the warranty period the warranty obligations shall remain in full force and effect even after expiry of the warranty period and can be raised until 2 years after expiry of the warranty period. This shall also apply if the correction of any occurring defects cannot be performed within the warranty period through operational and/or time-related reasons. In such case MAN shall have the right to demand temporary correction without any extra costs.
- 10.7. The period of limitation for warranty claims shall be 24 months, unless the law lays down a longer period of limitation. The period of limitation shall commence upon delivery, or if acceptance is agreed or is prescribed by law, at the time of acceptance. In relation to spare parts supplied by the Supplier in acknowledgement of its legal obligation to provide subsequent performance, it shall recommence when the spare parts have been installed.
- 10.8. Any replacement Work will be warranted on the terms set out in the Purchase Order.
- 10.9. The remedies according to this clause 10 shall be in addition to any other remedy of MAN against Supplier.

11. Liability

- 11.1. Except as set out in these Terms and Conditions, the Supplier's liability shall be governed by statutory regulations.
- 11.2. The Supplier shall hold MAN harmless with respect to all claims arising out of non-contractual product liability due to a defect in the Work supplied by the Supplier. Subject to the same criteria, it shall also be liable for losses that are incurred by MAN as a result of precautionary measures of a reasonable nature and scope taken in order to avert a non-contractual product liability claim, e.g. via public warnings. This shall not affect MAN's right to make a separate claim against the Supplier.
- 11.3. The Supplier shall not be liable for defects (i) in products where the defect is caused by specifications and/or drawings provided by MAN (ii) in components included in the Products supplied by the Supplier to the extent that MAN has specified that components of a particular make are to be used or purchased from named subcontractors or (iii) to the extent that MAN itself has purchased or supplied components for incorporation in the Products delivered by the Supplier.

12. Confidentiality and personal data

- 12.1. All Confidential Information received by a Party shall be held in complete confidence by such Party and its directors, Employees or advisers, and shall not without the prior written consent of the other Party be used for any purpose other than in connection with performance of the Purchase Order.
- 12.2. A Party shall not disclose any Confidential Information received by it to any legal or natural person other than those of the Party's E
- 12.3. Employees and advisers who are allocated to the performance of the Purchase Order. Said Party shall further ensure that such persons hold Confidential Information confidential on the terms of and as if such persons were Parties to these Terms and Conditions.
- 12.4. The confidentiality obligations shall not include information which (i)
- 12.5. has already passed into the public domain otherwise than through breach of this confidentiality obligation; (ii) has been received from an independent third party otherwise than through breach of a confidentiality obligation; or (iii) the receiving Party can demonstrate has been independently developed by that Party prior to disclosure.
- 12.6. Upon termination of one or more Purchase Order(s) for any reason or at MAN's request Supplier shall promptly, and no later than ten working days, return to MAN all tools and all Confidential Information and undertake that he will not thereafter use, or permit others to use, such Confidential Information for any purpose whatsoever. The obligation of the Supplier to return Confidential Information shall apply irrespective of the method used by the Supplier to store such Confidential Information.
- 12.7. The termination of the Purchase Order (irrespective of the reason thereto) or the delivery of the Work under the Purchase Order shall not in any way affect a Party's confidentiality obligation or restricted use of Confidential Information received from the other Party as set out in these Terms and Conditions and the confidentiality obligations set out in this clause 12 shall continue for five years after any termination of the Purchase Order or the delivery of the Work under the Purchase Order.
- 12.8. Subject to complying with applicable law, the Parties expressly consent that the other Party may process the following person related data: (i) names, (ii) emails, (iii) work location, and (iv) phone numbers of the Supplier's or MAN's employees, respectively, that will have to interact for the provision of Work and to ensure communication between the Parties.

13. Termination for breach

- 13.1. In the event that the Supplier is in any breach of its representations and warranties as set out in clause 6 or is in material breach of any of its obligations to be performed under the Purchase Order or the provisions hereof, and in either case fails to remedy this default within 5 working days after MAN has provided the Supplier with a written notice, served by registered mail or by email with the delivery receipt kept on file, MAN is entitled to terminate the Purchase Order with immediate effect, and the liability for performance of any obligation shall cease for both Parties as stipulated below.
- 13.2. If a petition for bankruptcy is filed against any of the Parties, or if a trustee is appointed, or if any type of in-court or out-of-court insolvency proceedings is initiated for any of the Parties, the Purchase Order may, at the other Party's discretion, be terminated with immediate effect by written notice by email, with the delivery receipt kept on file.
- 13.3. All accounts due and payable as at the date of termination shall be promptly paid by the Party owing the same as if the Purchase Order were still in effect. Accounts not yet due shall be accelerated and promptly paid.
- 13.4. Works ordered but not delivered at the time of termination of the Purchase Order shall, at the option of the terminating Party, be completed and delivered according to these Terms & Conditions.
- 13.5. For avoidance of doubt termination shall not affect any rights of either Party accrued before termination.
- 13.6. Supplier's assignment or transfer of any rights or obligations under the Purchase Order to a third party (e.g. by a sale or transfer of Supplier's company or a part thereof), without MAN's prior approval, shall be regarded as a breach of the Purchase Order and entitle MAN to immediately terminate the Purchase Order.

14. Sub-contractors

- 14.1. The Purchase Order is personal to the Supplier and the Supplier shall only upon MAN's prior written approval (which approval shall not be unreasonably withheld) be entitled to use sub-contractors in the performance of said delivery of Work. Even though MAN has approved that the Supplier may use a sub-contractor the Supplier shall be the sole contact and responsible Party vis-à-vis MAN.

15. Force majeure

- 15.1. Either Party may be excused from the timely performance of its obligations under the Purchase Order, where the performance is impeded or prevented by circumstances beyond its control, including but not limited to performance affected by an act of God, labour disputes, civil commotion, governmental or official actions or any other event which was unforeseeable or outside the reasonable control of such Party. The Party shall be temporarily relieved from its obligations during the period of time such events continue.
- 15.2. In the event that the Supplier wishes to invoke the force majeure clause, this must be done by contacting MAN's procurement department in writing with the delivery receipt kept on file.
- 15.3. Should the events continue over a period of three months, MAN shall have the right, if no other understanding is reached, to terminate the Purchase Order in whole or in part.

16. Intellectual Property Rights

- 16.1. The Supplier shall indemnify MAN against all claims arising from actual or alleged infringement of third parties Intellectual Property Rights in relation to the Work, which are the subject of the Purchase Order.
- 16.2. The afore-stated shall not apply inasmuch as the Supplier has manufactured the Products to be delivered according to drawings, models or similar other descriptions or statements provided by MAN and if, at the same time, the Supplier does not know or, in connection with the Products developed by him, was unable to know that industrial property rights were infringed.
- 16.3. Supplier shall be obliged to inform MAN on all risks of violation or alleged violations and to give MAN the opportunity to oppose such claims.
- 16.4. Any inventions, patents, copyrights, design rights and other Intellectual Property Rights arising from the execution of a Purchase Order shall become the property of MAN and the Supplier shall not disclose the same to any third party. The Supplier shall do all things and execute such documents as may be necessary to assign such Intellectual Property Rights to MAN. To the extent an assignment as per above is not admissible by law, Supplier grants MAN the exclusive, unrestricted (in particular with regards to time, place and content), irrevocable, transferable and sub-licensable rights to use such Intellectual Property Rights for whatever purpose.

17. Supplier's Corporate responsibility

- 17.1. Supplier shall observe and comply with the principles stipulated in MAN's 'Code of Conduct for Suppliers & Business Partners' which can be obtained from MAN.
- 17.2. If the Supplier engages third parties to fulfil its duties, it shall ensure that any third party complies with the Code of Conduct for Suppliers & Business Partners. Any such engagement of any third party is in all events subject to the express prior written approval of MAN.
- 17.3. If the Supplier does not comply with the principles stipulated in MAN's Code of Conduct for Suppliers & Business Partners, MAN has the right to cancel the Purchase Order with immediate effect.
- 17.4. The Supplier shall comply with all laws and regulations and in particular with the provisions of the OECD Convention of December 17, 1997, the US Foreign Corrupt Practices Act and with all legislation combating bribery of foreign public officials applicable to its activities, and shall hold MAN harmless from its failure to do so. The Supplier warrants and represents that the Work, and its performance, including payment of any compensation, does not violate any law, regulation or policy of the Supplier's territory, nor the country of MAN. The Supplier shall notify MAN promptly of the enactment of any law or regulation, which would cause the receipt of the compensation to be a violation thereof. To the extent required by law or regulation, the Parties shall be relieved from their respective obligations to perform under the Purchase Order, including the payment of any compensation, if such performance would violate any law or regulation.
- 17.5. The Supplier acknowledges being acquainted with all applicable laws and conventions against bribery and corruption. The Supplier shall comply with such laws and conventions. Furthermore the Supplier shall ensure that its directors, Employees, agents or representatives comply with such laws and conventions.
- 17.6. Any breach of the obligation in this clause 17 shall be deemed to be grounds for termination of the Purchase Order. If MAN terminates the Purchase Order due to a breach of the obligations under this Clause 17, the Supplier shall, in addition to the remedies available by law and the legal consequences set out in these Terms and Conditions, pay back to MAN any fees paid by MAN under the Purchase Order and cover any financial loss suffered by MAN as a result of the breach of the obligations under this Clause 17.
- 17.7. If the Purchase Order or any transactions arising out of the Purchase Order are the subject of an official inquiry, preliminary investigation or any other form of compliance procedure the Supplier agrees to give all requested information, documents and records to either MAN directly or a representative appointed by MAN in connection with the inquiry, investigation or procedure. Except with regard to MAN, the representative of MAN shall be under obligations of confidentiality regarding all information, documents and records given to it by the Supplier. MAN is authorized by the Supplier to, at MAN's sole discretion, disclose any information given under this Section to the investigative authorities carrying out the inquiry, investigation or procedure.

18. Governing law and dispute resolution

- 18.1. The Purchase Order and these Terms and Conditions shall be governed by Danish law to the exclusion of its conflict of laws rules.
- 18.2. Should any disagreement arise between the Parties in connection with the Purchase Order or these Terms and Conditions, the Parties shall seek to initiate negotiations for the purpose of solving the dispute with a positive, cooperative and responsible attitude. If necessary, efforts shall be made to escalate such negotiations to a high level within the Parties' organizations.
- 18.3. Any unsolved dispute between the Parties arising out of or in connection with the Purchase Order shall be finally settled under the Rules of Danish Arbitration (Voldgiftsinstituttet) by three arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Copenhagen, Denmark. The language of the arbitration shall be English or Danish. The award of the arbitral tribunal shall be final, and the arbitration shall decide the distribution of the costs of the arbitration between the Parties.
