

DFDS General Terms of Purchase

Application

These General Terms of Purchase (hereinafter referred to as "T&C") shall apply to all purchases of goods and services (hereinafter collectively referred to as "Goods and/or Services") under the purchase order, order confirmation or any such or similar document whatsoever under which the purchase is made by DFDS (hereinafter referred to as "Purchase Order"). Amendment of any provision of these T&C shall only be valid if made in writing and so executed by both Parties by their duly authorised representatives. In the event of any inconsistency between these T&C and the terms of the Supplier (whether provided at the time the Purchase Order is made or later), these T&C shall prevail at all times. For the avoidance of any doubts, should in respect of the Goods and/or Services to be acquired DFDS and Supplier have a valid Framework Agreement in place, in case of any inconsistency between these T&C and provisions of the said Framework Agreement, the provisions of the latter shall prevail.

These T&C apply to all purchase orders covering the Goods and/or Services placed by DFDS (or a DFDS Company, where applicable) during the Term, regardless of whether the Supplier's delivery of the Goods and/or Services takes place after the expiry of the Term.

Order confirmation, delivery

No later than 24 hours after receipt of a Purchase Order, the Supplier shall send to DFDS a detailed order confirmation. Any division of an order into partial deliveries or deliveries by subcontractor will require DFDS' prior written consent. The Supplier shall deliver the Goods DDP ("Delivered Duty Paid", Incoterms 2010), free of all debts, charges, encumbrances and liens of any kind, at the place and time of delivery specified in the Purchase Order.

Marks

Delivery note, invoice and any other document issued by the Supplier must be marked in accordance with the Purchase Order, indicating purchase order number and recipient (vessel/free warehouse/department name etc.).

Payment

The term of payment shall be current month plus 63 calendar days. The term of payment shall be counted from the latest of the following dates: (1) invoice date; (2) receipt of invoice; (3) agreed delivery date; or (4) date of complete delivery, including DFDS' receipt of any appurtenant certificates, operating instructions, etc. and other agreed supplementary services. The Supplier's right to payment shall not be subject to any kind of charging or assignment, including factoring.

The Supplier must claim payment for the Goods delivered and/or Services provided within a maximum cut off period of six (6) months after the Goods have been delivered and/or Services provided. Payment for Services may no longer be claimed after expiry of this period. Each invoice from the Supplier shall clearly state the number of the purchase order and the date of when the Goods were delivered and/or Services provided (as applicable) and the name and IMO number of the vessel (if applicable).

Any services, functions or responsibilities not specifically described in the purchase order and which are reasonably implied and necessary for the proper performance of the Goods and/or Services, shall be deemed to be included within the scope of the Goods and/or Services to be delivered for the agreed prices and not separately priced, as if such services, functions or responsibilities were specifically described in the purchase order.

It is solely the Supplier's responsibility to make DFDS aware if there are services, functions and/or responsibilities reasonably relevant for the proper performance of the Goods and/or Services which are not included and covered by the prices provided by the Supplier.

In respect of any payment to the Supplier, DFDS and any company within DFDS Group, may at any time, without notice to the Supplier, deduct or set off any sum payable by the Supplier or other liability of the Supplier to DFDS or any company within the DFDS Group. Such deduction or set off shall not affect the rights or remedies available to DFDS under these T&C's or otherwise.

Collaboration, inspection and audit

A high level of service from the Supplier is of the essence for the collaboration sought by DFDS.

DFDS is entitled – without any expenses on DFDS' part – to attend and inspect all stages in the production of Goods and/or Services ordered. Any such inspection by DFDS shall not imply that DFDS will lose the right to rely on any defects, which DFDS established or ought to have established during the inspection. DFDS may at any time, on giving 7 days' notice (except in case of emergency), conduct an audit and verify all documents, records and data related to the Supplier's delivery of Goods and/or Services which shall all be made available by the Supplier to DFDS free of charge.

Non-exclusivity and no volume guarantee

The Supplier shall have no right of exclusivity.

DFDS is not obliged to and will not guarantee any value, volume, or any fixed frequency of the Goods and/or Services purchased by DFDS and/or a DFDS Company.

Compliance and Code of Conduct

The Supplier undertakes to comply with all applicable laws, rules and regulations relevant to the Supplier's delivery of Goods and/or Services in place at the time of accepting purchase order and amended from time to time (collectively referred to as "Regulations").

As part of DFDS' Responsible Supply Chain Management process, DFDS requires all suppliers, including the Supplier, to comply with DFDS' Supplier Code of Conduct ("SCoC") created in collaboration with the International Maritime Purchase Association. SCoC can be found at DFDS Policies page <https://www.dfds.com/en/about/sustainability/commitments/policies> or directly from this LINK. A guide to DFDS Supplier code of conduct can be found HERE.

The Supplier undertakes to comply with the SCoC, and to ensure that all of its sub-suppliers/sub-contractors will comply with the SCoC.

The Supplier shall indemnify and keep harmless DFDS of any fine, cost, loss or damage incurred as a consequence of non-compliance with applicable legislation and the SCoC.

Sanctions

The Supplier shall ensure compliance with all applicable export control and sanctions laws and regulations ("Export Laws") and warrants, in particular, that:

- (i) Neither Supplier, nor any holding company, agent, consignee, consignor or any other third party or sub-contractor directly contracted by the Supplier for the provision of the Goods and/or Services are listed on any applicable sanctions lists as a denied or restricted party
- (ii) The provision of the Goods and/or Services do not constitute a breach of any applicable Export Laws
- (iii) The Supplier has obtained all necessary permits, licenses or other government authorizations required for the provision of the Goods and/or Services
- (iv) The Supplier shall provide DFDS with all information, including permits and licenses, required by applicable Export Laws to provide the Goods and/or Services
- (v) DFDS may immediately terminate all contracts with the Supplier due to breaches or likely breaches of Export Laws; and

The Supplier shall indemnify DFDS for all charges, fines, penalties, legal fees and all other costs arising from or in connection with any Goods and/or Services due to the Supplier's failure to comply with its obligations under this clause. DFDS will not be liable for any damages or delays due to actions or inactions caused by measures taken in relation to this clause.

Warranty

The Supplier warrants that:

- Goods and/or Services (as applicable) are in accordance with the specifications specified in the purchase order
- Goods are of first-class quality and standard and free of all faults and defects arising from design, materials and/or workmanship and conforming to generally accepted industry standards and practices for similar Goods;
- Goods are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the purchase order;
- Goods serve the purpose(s) specified in the purchase order and reasonably expected by DFDS;
- Goods and/or Services (as applicable) complies with all relevant Regulations in place;
- The Supplier has obtained or will obtain all permits, certificates and/or licenses necessary to provide the Goods and/or Services (as applicable) and will provide those in compliance with all necessary and applicable permits, certificates, and/or licenses;
- Goods and Services do not infringe any third-party rights, including but not limited to, any copyrights, patents, trademarks, trade secrets etc. Thus, the Supplier warrants to be entitled to provide the Goods and/or Services (as applicable) in every respect without limitation, and that DFDS and DFDS' customers may make use of the Goods and/or Services for whatever purpose without thereby infringing any third-party rights. The Supplier shall remedy any defect in the title and/or the Services and hold DFDS harmless from any claims raised by a third party due to an alleged infringement of third-party rights, and
- The Supplier has not misrepresented or concealed any material facts in order to obtain this purchase order

The above are collectively referred to as "the Warranties". The Warranties are valid for a period of [24] months from the time of delivery with respect to Goods, and from the time when the Services have been provided with respect to Services.

The Supplier shall notify DFDS as soon as the Supplier becomes, or should have become, aware of the Supplier's non-compliance with the Warranties.

Where the Supplier replaces or repairs a part of Goods and/or Services (as applicable) a new guarantee period of [24] months shall run for this part.

During the Warranty period the Supplier shall undertake to repair and/or replace, free of charge, the defective Goods, within the shortest possible time (but in any case, no longer than 14 days from the date the Supplier has been notified by DFDS of any defects in Goods and/or Services). All direct and reasonable costs associated with any and all corrective actions and testing, including the removal, replacement, and reinstitution of any equipment and materials necessary to gain access to Goods, etc shall be the sole responsibility of the Supplier.

In cases where the Supplier is liable for defects of Goods and/or Services, as provided in this Clause, DFDS shall be entitled to have the work and the replacements carried out at any yard or workshop, other than the Supplier's premises, if Supplier fails to meet its warranty obligations within the period referred to above or, in the reasonable opinion of DFDS, such works and/or replacements need to be effected promptly and it is not practicable or cost effective for DFDS to wait until the Goods and/or Services are rectified or replaced. Supplier's liability in such cases shall be to pay directly or reimburse the actual cost incurred by DFDS for such work and the replacements provided.

Defects/Delay

The Goods and/or Services are, among other things, deemed defective if they do not comply with the warranty. In case of any delay of the Goods and/or Services (including anticipated delay), the Supplier shall immediately notify DFDS stating the reason and the expected duration of the delay.

If the Supplier fails to initiate remedial action immediately upon demand, DFDS is entitled to (i) remedy any defects at the Supplier's expense or (ii) terminate/cancel the Purchase Order which the defect or delay (including anticipated delay) relates to in whole or in part and/or effect a covering purchase at the Supplier's expense. The Supplier shall promptly pay DFDS the increased costs and expenses incurred in connection with DFDS' rejections of Goods and/or Services.

For the avoidance of doubt DFDS has no obligation to make use of one remedy or the other, or any remedies at all. Consequently, DFDS shall have the right to – at a discretionary basis – to decide which remedies (if any) are appropriate in case Goods and/or Services are non-contractual and/or defective.

The above-mentioned remedies are in addition to DFDS' other remedies for breach available under these T&C's, or the governing law of these T&C's, including but not limited to the right to withhold payment, and claim damages.

If the Goods and/or Services are non-contractual and/or defective, DFDS shall give a written notice to the Supplier. The notice shall only specify that DFDS has found the Goods and/or Services in question to be non-contractual and/or defective, which DFDS wants to rely upon (neutral notice of claim). It is not required that DFDS in its notice specifies which remedies of breach (if any) DFDS wants to rely upon towards the Supplier as a result of the Goods and/or Services in question being non-contractual.

Should Supplier wish to introduce limitation of liability in respect of the Goods and/or Services under the Purchase Order, at no time such limitation shall be below 100 % of the price for such Goods and/or Services. Furthermore, no limitation of liability whatsoever shall apply in case any loss or damage are caused by gross negligence, wilful misconduct or fraud or fraudulent misrepresentation committed by the Supplier.

In addition, the Supplier shall indemnify and keep DFDS indemnified against any claim, liability, loss, damage, costs, fines and expenses asserted against or incurred by DFDS as a result of or in connection with:

- (i) any product liability claims related to the Services, including but not limited to personal injuries or damage to property or the environment;
- (ii) any claims alleging breach of the warranties;
- (iii) any third-party claims, whatsoever and howsoever arising, which the Supplier is liable for; or
- (iv) any non-compliance or breach of the requirements stated in (Code of Conduct and compliance) and (Data protection).

Force majeure

For the purposes of this section "Force Majeure Event" means any event exterior to the affected Party beyond the reasonable control of such Party, which by its nature could not have been reasonably foreseen by that Party, including but not limited to flood, fire, war, pandemics, armed conflict, terrorism, or any nuclear, chemical or biological contamination.

If either Party is affected by any Force Majeure Event (the "Affected Party") and wishes to claim the benefit of this event, it shall use all reasonable endeavours to mitigate the impact of the Force Majeure Event and to remove or reduce its impact on each of the Parties and, as soon as reasonably practicable after the occurrence of the Force Majeure Event:

- (i) notify the other Party in writing of the nature and extent of the Force Majeure Event as soon as practically possible but not later than 5 days since the Party has been affected by the Force Majeure Event; and
- (ii) resume performance of the purchase order.

Neither Party shall be liable for any delay or failure in the performance of the purchase order to the extent such performance is prevented or delayed, in whole or in part, by a Force Majeure Event.

The other Party shall have the right at any time to end the purchase order placed with the Supplier, which has not yet been delivered with immediate effect by giving written notice to the Affected Party if any Force Majeure Event prevents the Affected Party from performing its obligations under the purchase order for any continuous period of thirty (30) days.

Liability

The Supplier shall be liable to pay damages subject to the rules of damages in tort and contract under the governing law.

Upon written request, the Supplier will deliver to DFDS necessary evidence of its insurances, and the Supplier warrants that all the insurance policies are in full force and effect, are not invalidated, void or voidable.

Insurance

The Supplier warrants to have in place and to maintain insurances for the duration of the Purchase Order and minimum 12 months thereafter, with reputable insurers having a rating of no less than A- or equivalent from an accredited rating agency, on such terms, limits and with such coverage: (i) as may be required by applicable law in the jurisdictions where the Supplier is domiciled and supply the Goods and Services hereunder; and (ii) such other insurances as may be deemed industry practice, and as a minimum, placed on good local standards, including specifically insurances responding to any Supplier product liability and obligation to indemnify DFDS hereunder.

Upon written request, the Supplier will deliver to DFDS necessary evidence of its insurances and the Supplier warrants that all the insurance policies are in full force and effect, are not invalidated, void or voidable,

Termination

Each Party is entitled to terminate purchase order with immediate effect in writing if the other Party commits a material breach of its obligations under these T&C's.

Material breach is, among other things, deemed to exist in case (i) DFDS experiences substantial underperformance and/or non-conformity (hereinafter collectively referred to as "Non-Compliance") of the Goods and/or Services or delayed delivery of Goods and/or Services, or (ii) the Supplier fails to comply with the requirements stated in DFDS' Supplier Code of Conduct or applicable legislation and such non-compliance has not been remedied by the Supplier within one (1) month from when the Supplier was made, became aware or should have been aware of such non-compliance.

It will also constitute a material breach if the Supplier repeatedly does not comply with its obligations under the purchase order and/or these T&C's even though such non-compliance – in isolation – is minor. Hence, the Supplier's repeated underperformance, non-compliance and/or delay will be considered a material breach.

Intellectual property rights

Should DFDS receive and/or acquire any intellectual property rights under the purchase order, DFDS shall be the sole owner of the Services and all materials, solutions and drafts that are prepared by the Supplier, including all custom built software/programming (such as PLC programming) drawings and other documents prepared in connection hereto, and thus DFDS shall have all the intellectual property rights pertaining to the Services without any limitation of time. To avoid any doubt, DFDS shall without limitation be entitled to use, edit and publish the work in whole or in part and for commercial use in all media markets where DFDS is represented or wish to be represented. Supplier shall on request provide unhindered access to all such materials, solutions and drafts as mentioned above.

The Supplier hereby waives any rights that the Supplier may have relating to the Service. Thus, the Supplier understands and accepts that the work shall be the exclusive property of DFDS and assigns with full title guarantee to DFDS such as copyrights and any other intellectual property rights to the work for no further consideration, subject only to the remuneration of the Services.

DFDS shall use commercially reasonable efforts to credit the Supplier but shall have no liability for lack of credit. The Supplier acknowledge and accept and therefore waive any right to object to the fact that it is common business practice for commercial uses that the Supplier is not credited, that the work may be used in connection with sensitive topics and may be used or modified in ways that may be controversial.

The Supplier agrees not to publish or use the work in any manner or medium, unless DFDS in writing has permitted such use.

Data protection

The Supplier agrees that if he receives or processes any personal data from DFDS or a third party, the Supplier shall treat, store, pass on or administer such personal data as confidential information as well as that any processing of personal information is carried out in accordance with the relevant provisions of the General Data Protection Regulation and any applicable data protection legislation. Upon request by DFDS, the Supplier agrees to enter into a data processing agreement provided by DFDS.

Governing law and venue

These T&C and any Purchase Order shall be governed by the substantive law of Denmark. Any dispute arising out of or in connection with these T&C's and any purchase order, including any disputes regarding the existence, validity or termination thereof, which cannot be settled amicably, shall be referred to the ordinary courts of Denmark, with Copenhagen as agreed venue.

Confidentiality

The Supplier shall keep the contents of any Purchase Order, including information relating hereto, confidential and shall not disclose its contents to any third party save as required by applicable legislation.