

General terms and conditions of purchase:

1. General terms/definitions

- a. General Terms and Conditions of Purchase apply in the relationship between Hamso Engineering ApS clients, hereinafter referred to as the **Buyer**, and Hamso Engineering ApS, referred to as the **Seller**.
- b. All Agreements and/or Purchase Orders shall be subject to the General Terms and Conditions of Purchase.
- c. **Agreement** – all contract documents, including the order placed by the Buyer, price agreement, service agreement, including any appendices. The Buyer's standard terms and conditions are not considered to be a part of the Agreement.
- d. **Goods** – any tangible objects which the Seller is to supply to the Buyer.
- e. **Purchase Order** - The standard Seller's document which may include or have attached to it a statement of work describing the Goods and/or Services to be provided by the Seller and the terms of payment.

2. Time of supply

- a. Supply of goods must commence at the time stipulated in the relevant Agreement and/or Purchase Order.
- b. As soon as the Seller knows or anticipates that Goods will not be delivered punctually, he shall notify the Buyer of this in writing immediately.
- c. Delay in the supply of goods may be excusable in cases mentioned in Force Majeure paragraph.

3. Delivery of goods

- a. If no other terms of delivery have been agreed upon, all goods, shall be delivered, including proper packaging.
- b. Delivery has only taken place when all positions, hardware as well as documentation and services, have been delivered to the Buyer.
- c. The Buyer must inspect goods delivered. The Buyer is deemed to have accepted Goods delivered unless written notice of rejection is received by us within five working days after delivery of the goods.

4. Invoicing and payment

- a. The price for the Goods and/or Services shall be as stated in the relevant Agreement and unless otherwise stated, shall be exclusive of value added tax.
- b. Payment for Goods ordered by the Buyer shall be made within 15 days.
- c. If the Buyer fails to pay the invoice, the Seller reserves the right to suspend the delivery.

5. Defects

- a. The Seller is liable for any defects/lack of conformity to the Purchase Order, according to the Danish Sale of Goods Act (købeloven).
- b. During the warranty and complaint period, the Seller must remedy any defect/lack of conformity free of charge. Remedial action must be by delivery free of charge of supplementary goods and services, additional documentation and/or consultancy services or repair.

6. Force Majeure

- a. The Seller shall be excused from any delay or failure in performance if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to,

acts of God, lockdowns, acts of war, fire, insurrection, strikes, lockouts or other serious labor disputes, riots, earthquakes, floods, explosions, or other acts of nature.

- b. The Seller that failed to perform will:
 - i. promptly notify the Buyer of the failure to perform, the event that caused such failure and supporting evidence illustrating why the event has prevented the Party from performing the Agreement; and Warranties
 - ii. use its best efforts to recommence performance of the obligations that it has failed to perform as soon as reasonably possible after the event has ended

7. Warranty

- a. The Seller warrants that all Goods are free from defects, are delivered and performing, meet all specified requirements and current industry standards and are working.
- b. The warranty period is 24 months from delivery of the Goods in question.
- c. If any defects or deficiencies are detected in a delivery within the warranty period, the Buyer shall notify the Seller thereof without undue delay.
- d. The Seller must – without any cost to the Buyer – deliver substitute Goods or remedy the deficient/defective Goods unless the Seller can prove that the defects or deficiencies are due to circumstances for which the Buyer is responsible.

8. Processing of personal data

- a. While processing the order, the Seller stores the Buyer's data necessary for the process, with compliance to GDPR rules.
- b. Seller complies with the rights of the data subject (including right of access, rectification, deletion, limitation of processing, objection, data portability, complaint and right not to be subject to a decision based solely on automatic processing, including profiling).
- c. Seller will store the data for as long as is necessary for the purpose of processing the Order.
- d. If the Buyer wants to have the data erased, corrected, or get information on how the data is processed, the Buyer should contact info@hamso.dk.

9. Intellectual property

- a. The Buyer acquires the right to use analyses, reports, all documentation, software and other digital data specifically created for the Buyer as a part of the Agreement.
- b. The Buyer is not permitted to reproduce, copy, or publish, place them at the disposal of some other party, or use them for any purpose other than the Agreement.
- c. You must not disclose to any other person or entity any confidential information obtained from us or our customers or suppliers or collaboration partners (including, without limitation, this Contract, specifications, formulae, manufacturing processes, know-how and any technical or economic information) or use such information for any purpose except for the supply of goods and/or services to us or as expressly authorized in writing by us. You must return to us such information and any copies if requested.