



I/S SMOKA's general terms of purchase (Hereafter called: SMOKA)

1. General terms of purchase

Unless otherwise agreed in writing between the Vendor and SMOKA, the following general terms of purchase shall apply to deliveries to SMOKA. The Vendor's general terms of sale and delivery, customary practices, and similar shall not apply, unless such terms have been accepted in writing by SMOKA.

2. Delivery

The Vendor shall deliver free of charge (DDP - Incoterms 2013) in accordance with the purchase order or as otherwise stated. All deliveries shall be soundly packaged and provided with a delivery note clearly stating the order number and the name of SMOKA (including named employee at SMOKA). Deviations from the delivery time stipulated by SMOKA shall be considered to be a material breach. The delivery shall not be considered to have been made until it has been inspected and approved by SMOKA, and until receipt of the delivery accompanied by a delivery note specifying SMOKA's purchase order number, location code, item number, type, number, date and works attestation or certificate (if works attestation or certificate is required). Should SMOKA find that the delivery is not in accordance with the aforementioned specifications, or should the delivery otherwise, in the view of SMOKA, not be of satisfactory quality, SMOKA shall be entitled to return the delivery, for the account and risk of the Vendor, and with full crediting of SMOKA for all the related costs, including the costs of temporary storage, packaging, and other handling, as well as transport.

3. Delay

In the event of delay or expected delay, the Vendor shall be obliged to inform SMOKA in writing immediately. SMOKA is hereafter entitled to uphold or cancel the purchase, unless the Vendor can prove force majeure, cf. clause 11. If SMOKA chooses to uphold the purchase, SMOKA may require a penalty equivalent to 0.5% of the contract sum for the purchase per commenced week by which the delivery time is exceeded. SMOKA's right of termination and access to require payment of a penalty does not prevent SMOKA from requiring compensation pursuant to the ordinary rules of Danish law for any losses suffered in connection with the delay.

4. Quantity and quality

Deviations from the ordered quantity and quality shall be approved in writing by SMOKA in each individual case.

5. Payment

Terms of payment are net 30 days from date of invoice, after SMOKA's approval of delivery and receipt of a correct invoice. Invoices shall be submitted electronically in the OIO-UBL format. Besides the general current rules from Skat (Danish tax authorities), the invoice must state EAN no. 5790002195204, purchase order number, any item number and location code on the purchase order, number, price and date. SMOKA reserves the right to reject any invoice that does not comply with the aforementioned. If SMOKA receives an incorrect invoice, or an invoice that does not comply with the aforementioned requirements, SMOKA shall inform the Vendor hereof. The payment date will be calculated as from receipt of a correct invoice.

6. Prices

The price is fixed in Danish kroner (DKK) excluding Danish VAT, unless otherwise agreed in writing.

7. Guarantee and complaints

The Vendor guarantees that the delivery fulfils the requirements specified by SMOKA. Unless otherwise agreed in writing the ordinary rules of complaint under Danish law shall apply to the delivery.

8. Documentation

SMOKA may require deliveries to be accompanied by relevant documentation in Danish that describes the delivery, its use, maintenance and/or repair, etc. All submitted documentation material shall be the property of SMOKA.

9. Secrecy obligation

The Vendor shall be obliged not to pass on any confidential information received from SMOKA in relation to the deliveries by the Vendor. The Vendor shall furthermore be obliged not to use such information for other purposes than to fulfil its obligations. The Vendor's secrecy obligation shall be unlimited in time. The Vendor may not without the written consent of SMOKA use SMOKA's name, logo, and trademark, etc. If the Vendor uses subcontractors the Vendor shall ensure that subcontractors are subject to the same obligations as in this clause 9.

10. Assignment

The Vendor may not assign all or part of its obligations or rights without the prior written acceptance of SMOKA.

11. Force majeure

Should due delivery be prevented or excluded as a consequence of extraordinary circumstances over which the Vendor has no control, and which the Vendor could not or should not reasonably have foreseen (force majeure), the delivery time is postponed by a period of time equivalent to the irreversible delay in calendar days, although as a maximum by the number of working days that might have been lost. Force majeure is considered to be natural disasters, war, mobilisation, import bans, strikes, lockouts (but not lockout at the Vendor's own premises), rebellion, sabotage, fire, flooding, explosion, confiscation, and prolonged failure of energy supplies and similar extraordinary events. The Vendor may, however, only invoke force majeure to the extent that the Vendor can document that it has taken effective measures using all available means to prevent, overcome or limit the effects of the delay. If a delivery is delayed because of force majeure, the Vendor shall without further delay inform SMOKA in writing of the delay, its reason and estimated duration, and otherwise keep SMOKA continuously informed of developments and provide satisfactory documentation. Should the irreversible delay (force majeure) last for more than 30 calendar days SMOKA may cancel the purchase.

12. Liability

The ordinary rules of Danish law concerning compensation and the rules in force at any time concerning product liability shall apply to deliveries to SMOKA. Should product liability be invoked by a third party against SMOKA or the Vendor such party shall without undue delay inform the other party hereof in writing. The Vendor shall be obliged to accept legal action before the court or arbitration venue that considers compensation claims raised against SMOKA based on a claim alleged to be due to a delivery made by the Vendor. To the extent that SMOKA might incur product liability for the Vendor's delivery the Vendor shall be obliged to indemnify SMOKA for any claim, including legal costs. To the extent that SMOKA might suffer losses, including indirect losses, as a consequence of the Vendor shall be obliged to indemnify SMOKA for any loss. The Vendor shall be obliged to indemnify SMOKA for any claim that might be raised by a third party for alleged infringement of intangible rights of any kind relating to the Vendor's delivery. If the Vendor uses subcontractors the Vendor shall vouch for the subcontractor's deliveries in the same way as it vouches for its own deliveries.

13. Governing law and legal venue

The ordinary rules of Danish law shall apply to the relations between the parties unless such rules are waived in writing. Any dispute arising between the Vendor and SMOKA shall be settled by arbitration at the Danish Institute of Arbitration according to the rules adopted by the Institute of Arbitration that apply to the instigation of arbitration proceedings.

(SMOKA-Engelsk)