

# Terms and conditions of purchase

## 1. General

- a. These terms and conditions of purchase apply to any purchase made by OJ Electronics A/S (referred to as OJ).
- b. The supplier's terms and conditions of sale and delivery do not apply.
- c. Deviations from these terms and conditions of purchase are valid only subject to written consent by OJ.

## 2. Conclusion of contracts and terms of payment

- a. Only agreements concluded in writing are binding.
- b. Unless otherwise agreed in writing, the terms of payment are: Invoice month + 60 days.

## 3. Delivery and delay

- a. The time of delivery stipulated in OJ's purchase order shall be strictly observed. The time of delivery is specified as the time for delivery at the place of delivery specified by OJ. The term of delivery is DDP (According to the current version version of Incoterms). Deviations are accepted only subject to written consent by OJ prior to delivery.
- b. Order confirmations must be in writing and must state OJ's order number as well as the price, number of units and time of delivery for each item.
- c. In the event that the consignment is delayed, OJ is entitled to cancel the order, also in respect of specifically manufactured goods, and OJ is under no obligation to pay for any work commenced on such order. However, the order cannot be cancelled by OJ in case of a delay of less than 2 weeks. If the order is not cancelled by OJ, the supplier must dispatch the goods by the quickest possible means of transport at his own expense. OJ may at any time demand that the goods be handed over at the supplier's premises in order for OJ to arrange transportation at the supplier's expense. In addition to this, the general Danish provisions of sale apply.

## 4. Quantity variations

Variations are accepted only subject to prior written agreement.

## 5. Force majeure

- a. Should one of the Parties be prevented from fulfilling the Agreement due to force majeure, including but not limited to war, riots, blockades, fire, explosion, governmental conditions as e.g. prohibition against import or export, seizure, mobilization or monetary restrictions, arising from the above circumstances, the Party affected by such force majeure must inform the other Party of the circumstances in writing. The obligations for the Parties to fulfil the Agreement are postponed for as long as the force majeure situation lasts. Shortage of goods and/or mechanical breakdowns and/or delays from sub suppliers are not to be considered a force majeure situation.
- b. If the force majeure situation leads to postponement of the delivery for more than 90 calendar days compared to the delivery time agreed – either Party has the right to terminate the Agreement with immediate effect, by providing the other Party with a written notice of the termination.
- c. Force majeure can only be claimed if the Party in question has informed the other Party of this in writing not later than 3 working days after the force majeure situation has set in.

## 6. Material made available by OJ

- a. All material and tools handed out or procured at the request of OJ must be handled confidentially and may only be used for deliveries for OJ.
- b. The said material and tools must be handed over to OJ upon request.
- c. Tools etc. must be maintained without any costs on the part of OJ and the supplier must take out insurance hereof for the full replacement value.

## 7. Quality requirements, changes in the work process and products

- a. The supplier is responsible for the compliance of the delivered goods with the agreed technical specifications and quality

requirements, including requirements for product approvals (e.g. VDE and UL).

- b. Moreover, the supplier is responsible for the compliance of the delivered goods with the rules and regulations, statutory provisions, norms, standards etc. applicable in Denmark and in the EU. In case of products destined for customers outside the EU, OJ is entitled to request that the products fulfil additional specifications, requirements, approvals, regulations, statutory provisions, norms, standards etc., applicable in the country in question.
- c. Changes in the work process and/or the products must be notified to OJ without delay and not later than 3 months prior to the agreed time of delivery.

## 8. Warranty

- a. The supplier warrants that the delivered goods meet the agreed requirements, cf. clause 7.
- b. The warranty period is 24 months, calculated from the delivery of the OJ product to OJ's customer. However, the warranty period expires not later than 36 months after delivery to OJ.
- c. If errors or defects are established within the warranty period, the supplier must make a replacement delivery without any costs on the part of OJ. Alternatively, OJ may request that the Supplier credits defective products. Other means to remedy the defects may be agreed if such remedial action can be taken without causing any inconvenience to OJ and to OJ's customers.
- d. In the event of remedial action, the following deadlines apply:  
Delivery of goods in replacement must take place as soon as possible and not later than 1 week after the supplier has been informed of the defect. If delivery of goods in replacement cannot be effected within the time stipulated, a plan for repair of the defect must be presented by the supplier instead, including a specification of when such repair will be completed.
- e. The supplier must indemnify OJ for any and all costs in connection with the remedy. Such costs include, among others, OJ's own staff costs, any claims from third parties resulting from the defect including consequential delay, and direct expenses in connection with the remedy. Apart from this, the supplier is not liable for defects.
- f. OJ is entitled to return defective products at the expense of the supplier. OJ issues an invoice for the costs of returning the goods, and the supplier credits OJ for the price of the defective goods.
- g. The supplier warrants the quality of the products at delivery. OJ is under no obligation to examine the goods upon receipt. The quality of the delivered products will be examined gradually, as the products are used in OJ's production.
- h. The limitation period to give notice of any errors or defects in the goods is 30 days after OJ has become aware of the error or the defect.

## 9. Product liability

The supplier is liable for damage and injuries caused by the delivered goods and is obliged to indemnify OJ for product liability and any loss related to defects in the delivered products. The product liability has an unlimited duration. The supplier is obliged to let himself be sued before the court of law or the arbitration tribunal dealing with any claim for damages raised against OJ on the basis of damage or injuries that may have been caused by the delivered goods.

## 10. Code of conduct

OJ operates according to a Code of conduct and in accordance with internationally recognised, minimum standards on human rights, labour and environment. OJ adheres to the principles of this Code of conduct and expects the same of its suppliers. See the Code of Conduct at [www.ojelectronics.com](http://www.ojelectronics.com)

## Terms and conditions of purchase

### 11. Disputes, applicable law and venue

- a. Any dispute arising between the parties must be settled according to Danish law.
- b. Such dispute shall be settled according to the Rules of Procedure for the Danish Institute of Arbitration (Voldgiftsinstituttet). All members of the arbitration tribunal are appointed by the Institute according to the said rules of procedure.
- c. However, OJ may instead choose to file a writ of summons with the ordinary courts of law at the venue of OJ's domicile.