

Rail Net Denmark general procurement conditions

1. General conditions

By order confirmation or execution, the vendor accepts the Rail Net Denmark procurement conditions. If and when sale and delivery terms of vendor do not correspond to those of Rail Net Denmark, deviated sale and delivery terms may not, even if not explicitly rejected, be construed as implicitly accepted by Rail Net Denmark.

2. Formation of contract

If and when a written order confirmation by vendor subsists, procurement orders are binding.

3. Delivery

Delivery shall occur on the day or within the time noted in the order confirmation. Delivery is free of charge to the address noted in the procurement order (DAT Incoterms 2010). If and when another delivery clause is noted in the procurement order, this is to be construed with regard to Incoterms 2010. Delivery has taken place if and when delivery has been received accompanied by a delivery note with a specification of the Rail Net Denmark procurement order number, position number, product number, type, quantity, and also date and work certificate if and when necessary.

4. Delay

If and when there is a delay or expected delay, the vendor shall render Rail Net Denmark a prompt written notice. Rail Net Denmark may, unless vendor can prove force majeure, maintain the purchase or abolish the purchase. If and when Rail Net Denmark chooses to maintain the purchase, Rail Net Denmark may demand a 0.5 per cent penance of the contract amount for each commencing week exceeding delivery. Notwithstanding whether or not Rail Net Denmark chooses to maintain or abolish the purchase, Rail Net Denmark may demand compensation for the losses found in connection with the delay. If and when delivery has taken place after the agreed expiry date, and it turns out that delivery is delayed, Rail Net Denmark shall, without undue delay, inform the vendor that Rail Net Denmark shall rely on delay. If and when Rail Net Denmark adopts its right to abolish the purchase, Rail Net Denmark shall also inform the vendor of this without undue delay.

5. Quantity and quality

Deviations from the ordered quantity is in each and every case to be approved in writing by Rail Net Denmark. The vendor shall also not deviate from specifications without Rail Net Denmark's written approval.

6. Terms of payment

Payment is + 30 days from sending of an accurate invoice. However, the invoice shall not be issued earlier than delivery. The invoice is forwarded electronically in format OIO-XML and contains EAN number 5798000893207, Rail Net Denmark procurement order number, product number, position number of goods, quantity, price and date in addition to meeting the general Danish toll & tax requirements. Rail Net Denmark reserves the right to reject any invoice that does not meet the above mentioned items. The vendor may demand interests on overdue payments and also reminder fees according to Danish regulations on interest rates.

7. Guarantee

Vendor provides a guarantee of 24 months from delivery date. Vendor is liable for the goods meeting environmental requirements and also other authoritative and safety regulations, and for the goods being in a condition meeting contract requirements and that performance, function and applicability is in conformity with the contract assumptions. If and

when Rail Net Denmark ascertains defects within the guarantee period, vendor is to be informed without undue delay. Rail Net Denmark may then, by its own choice, abolish the contract, return the goods to vendor at his expense, demand remedial action, replacement or compensation for the occurred damages. The vendor is always liable to diminish damages as far as possible. Insofar the agreement is not abolished; Rail Net Denmark may demand that vendor delivers faultless replacement goods or a price reduction corresponding to the defects or non-conformity whether it is quantitative or qualitative and also demand compensation for the occurred damages. If and when, after the request of Rail Net Denmark, remedying or replacement is not without undue delay and fully satisfactory, Rail Net Denmark may remedy the ascertained defects at the cost and risk of the supplier. Payment of the goods does not entail that Rail Net Denmark renounces its requirements towards the vendor due to defects or non-conformity. If and when remedying or replacement occurs, a new guarantee period commences.

8. Provision of instruction manuals

The vendor is liable for providing upgraded instruction manuals in Danish/English, including work place, users manual and specification to the necessary extent. All specifications, descriptions, drawings, documentations, time tables and other printed material are assets of Rail Net Denmark unless otherwise agreed to. The parties do not transfer any immaterial rights to the agreement.

9. Duty of confidentiality

The vendor may not further any confidential information received by Rail Net Denmark in connection with the agreement. The vendor may also not use information for other means than meeting his or her obligations. This duty is also valid after delivery.

10. Force majeure

If and when deliverances in due time are delayed or ruled out due to war, mobilisation, import bans, fire, strikes, lock-outs, natural disasters, long-term energy supply failures and such and this is not due to circumstances of the vendor, delivery time is postponed accordingly in calendar days. The vendor shall render Rail Net Denmark prompt notice with regard to cause and expected duration and also in writing forward full documentation for the alleged force majeure. If and when delivery is exceeded with 60 days due to force majeure, Rail Net Denmark may, in full or in part, abolish the contract, but may not claim compensation.

11. Product liability

The vendor provides unlimited guarantee, with no time limit, that the delivered goods have no defects that can cause product liability damages. The vendor indemnifies Rail Net Denmark of product liability and loss that in full or in part are ascribable to such defects. The vendor is obligated to claim defence from the court or arbitration tribunal administering the claim for damages brought on against Rail Net Denmark due to damages allegedly caused by the vendor.

12. Governing law, venue and settlement of disputes

Efforts shall be made by the involved parties to settle the disputes, if any, amicably. Any dispute originating from the procurement contract between the vendor and Rail Net Denmark is subject to Danish Law, irrespective of the business address of the vendor, i.e. the United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply. The venue for legal actions taken by either party is the Maritime and Commercial Court of Copenhagen or the ordinary venue of the vendor, as chosen by Rail Net Denmark.