

# Purchasing conditions

<b>Introduction</b>			
1.1.	A contract shall consist of these purchasing conditions and purchase order. If there is any conflict between the provisions of a purchase order and these purchasing conditions the purchase order shall prevail to the extent of the conflict.		
1.2.	Order confirmation must be sent no later than 48 hours after receiving the order.		
1.3.	No other terms and conditions including without limitation any terms and conditions set out in the supplier's invoices or other standard form documentation shall apply.		
<b>Quality assurance and inspections</b>			
2.1.	The supplier commits to producing and delivering products to Anker Andersen A/S that comply with all applicable standards and certification requirements in accordance with relevant legislation and regulations. This may include compliance with CE marking, UL/CSA standards, and other relevant directives. Specifically for CE marking, the supplier must ensure that the products are manufactured in accordance with the Machinery Directive (2006/42/EU) and its amendments, as well as directives such as 2014/30/EU on electromagnetic compatibility and 2014/68/EU on pressure equipment (PED). The supplier must understand any reference to laws, regulations, codes, treaties, or other legislation as including all applicable rules and subordinate instruments, as well as any consolidation, modification, re-enactment, or replacement of any of them that is in force at any given time. This means that the supplier is continually obligated to ensure that all deliveries to Anker Andersen A/S comply with the latest legal requirements, standards, and certifications, even if these change after the contract is signed.	7.2.	be provided with reasonable skill and care. The warranty period for each product is twenty-four (24) months after the products are installed at the end customer's premises, or thirty (30) months after delivery, whichever occurs later. For parts that have been repaired or replaced, a new warranty period of twenty-four (24) months begins, which may not, however, in any event extend beyond six (6) months after the expiration of the warranty period in accordance with the above.
2.2.	The supplier shall immediately notify Anker Andersen A/S in writing of any material circumstance which could have a negative impact on the Supplier's ability to produce and deliver the Products, and shall be obliged to notify Anker Andersen A/S immediately if defects are found in batches of the Products.	7.3.	The Supplier undertakes, upon written request from the Anker Andersen A/S will repair or replace those parts of the product that before the end of the warranty period may become defective due to reasons attributable to the supplier. Such repairs or replacements must be carried out no later than five (5) working days after the request from Anker Andersen A/S. Replaced parts become the property of the supplier. Anker Andersen A/S is not liable for the storage of such parts and is entitled to dispose of such parts if the supplier has not collected them within one (1) month after the replacement.
2.3.	The supplier will provide Anker Andersen A/S with all relevant documentation for the delivery. Documentation can include user manuals, data sheets, spare parts drawings and lists as well as maintenance documentation. Documentation must also include a material certificate for material that comes into contact with food. The documentation is provided in English. If the customer (end user) is from Norway, Iceland, Liechtenstein or from one of the 27 EU countries, the user manual is also delivered in the customer's language. Documentation is sent electronically to Anker Andersen A/S as soon as possible and no later than upon delivery.	7.4.	If the supplier fails to remedy a defect in whole or in part within a reasonable time, Anker Andersen A/S is free to choose either to remedy the defect itself, at the supplier's expense, or to demand a reasonable reduction in the price.
2.4.	Anker Andersen A/S may at any reasonable time inspect the supplier's production and testing facilities, which can or must be used for the performance of this agreement, as well as check and test materials and workmanship with respect to the products purchased under this agreement. Anker Andersen A/S gives the supplier reasonable advance notice of when such an inspection will take place. All checks and tests are carried out in such a way that they neither unduly delay the work of the supplier nor cause the unrestricted dissemination of the supplier's confidential information	7.5.	The Supplier indemnifies Anker Andersen A/S for all claims, losses, damages, costs and expenses (including legal costs) arising from a claim by a third party that: Anker Andersen A/S or Anker Andersen A/S the customer's use of the products infringes the intellectual property rights of third parties. Unless the supplier has acted with gross negligence, he is not liable for consequential damages.
		7.6.	The Supplier's warranty does not cover defects caused by normal wear and tear, inadequate maintenance or improper repair, failure to follow the operating instructions, construction, installation or alteration work not carried out with the Supplier's consent, or other causes beyond the Supplier's control.
		7.7.	Notwithstanding the provisions of §7.1-7.6, the following applies with regard to product liability.
		7.8.	Anker Andersen A/S is only liable for personal injury caused by the products if it is proven that such damage was due to negligence on the part of Anker Andersen A/S or persons for whom Anker Andersen A/S is responsible. Anker Andersen A/S is liable for property damage caused by the products on the same terms as applies to personal injury.
		7.9.	To the extent that Anker Andersen A/S can incur product liability towards third parties who have acquired the products from Anker Andersen A/S, or against customers of such third parties, defends and indemnifies the supplier Anker Andersen A/S with respect to such product liability.
<b>Environment</b>			
3.1.	The supplier avoids or seeks to minimize any negative impact on the environment. The supplier strives to use packaging that can be recycled.		
3.2.	Suppliers who are legally required to provide ESG (Environmental, Social, and Governance) reporting must follow good practices in ESG. This means that these suppliers must use sustainable production methods that contribute to reducing waste, energy consumption and environmental impacts in line with the Anker Andersen A/S' sustainability goals. The ESG reports, which document the product's environmental and social impact as well as the supplier's sustainability initiatives, must be presented at the request of Anker Andersen A/S. ESG reports are not required for the delivery of each individual product.		
3.3.	Suppliers who are legally required to report on CO2e emissions must, at the request of Anker Andersen A/S, be able to present a CO2e report that specifies the product's total life cycle emissions of greenhouse gases. The report must provide Anker Andersen A/S provides a clear basis for making informed choices based on the environmental footprint of the products.		
<b>Delivery</b>			
4.1.	Unless otherwise stated in a purchase order or trade agreement, the products are delivered free carrier as defined in ICC's INCOTERMS 2024 to a carrier appointed by Anker Andersen A/S at the place specified in the purchase order.		
4.2.	The risk and ownership of the products are transferred when the products are delivered.		
4.3.	On delivery, a delivery note must be included, which exactly follows the order in the same order, line by line. In the case of partial delivery, this must be clearly stated in the delivery note.		
<b>Delay</b>			
5.1.	If the supplier fails to deliver some or all of the products within the agreed delivery date, the supplier will pay daily penalties to Anker Andersen A/S as follows: One (1) percent of the price of the delayed products for each week commenced that exceeds the delivery date, but not more than ten (10) percent of such price. Anker Andersen A/S is entitled to cancel the delayed order in whole or in part or, if the delay exceeds ten (10) weeks, to terminate this agreement with immediate effect.		
<b>Terms of payment</b>			
6.1.	Anker Andersen A/S shall pay the price according to the payment terms set out in the purchase order. The supplier may invoice Anker Andersen A/S on completion of delivery. Except as otherwise agreed, payment shall be made in DKK, sixty (60) days net, free delivery month i.e., at the end of the calendar month following the month of invoice.		
6.2.	Unless otherwise provided in the contract, the price is fixed and includes packaging and labelling. The price excludes value added tax which, if applicable, shall be payable by Anker Andersen A/S.		
<b>Warranty</b>			
7.1.	The Supplier warrants that the products comply with all applicable laws and regulations and that it has the properties and conforms to the specifications set out in the contract or otherwise agreed to. The supplier warrants that any services supplied under the contract shall		
			<b>Product information</b>
			11.1. The supplier must clearly indicate the country of origin of all products supplied. Information on origin must comply with international customs regulations and any misleading information may result in rejection of the products.
			11.2. All products must be clearly labelled with dimensions and weight to ensure proper handling, transport and installation. Failure to comply with the correct specifications may result in the return of the products.
			<b>Miscellaneous</b>
			12.1. This contract shall not be assignable in whole or in part by any party without the prior written consent of the other party.
			12.2. Any waiver by either party of a breach of any provisions of this contract shall not be considered as a waiver of any subsequent breach or any other provision of this contract.
			12.3. If any provision of this contract is held to be invalid or unenforceable, in whole or in part, the validity of the other provisions of this contract and the remainder of the provision in question shall not be affected thereby.
			12.4. No alteration or amendment to this contract shall be valid unless such alteration or amendment is reduced to writing and signed by the parties signing this contract.
			12.5. The Supplier will not publish any announcement or advertisement regarding the contract, Anker Andersen A/S and/or its customer without the prior written consent of Anker Andersen A/S.
			12.6. Without limiting the validity of any secrecy agreement between the parties, this contract contains the entire understanding between the parties on its subject matter, and annuls and replaces any other agreements or understandings, whether written or oral, which may exist or have existed between the parties on the subject matter hereof.
			12.7. Unless otherwise agreed in writing, the contract shall be governed by the laws of Denmark. Any disputes with relation to this agreement are to be settled in accordance with the Rules of Procedure of the Danish Institute of Arbitration if they cannot be settled amicably through negotiations.
			<b>Early termination</b>
		8.1.	Without prejudice to any express provision for termination contained herein, this contract may be terminated immediately by registered letter in case of any material breach of any of its obligations under the contract which is not remediable, or, if remediable, it has failed to remedy within thirty (30) days of written notice requiring it to do so.
		8.2.	Either party shall have the right to terminate this contract with immediate effect if the other party should enter into liquidation, either voluntary or compulsory, or become insolvent, or enter into composition or corporate reorganization proceedings or if execution be levied on any goods and effects of the other party or the other party should enter into receivership or bankruptcy.
		8.3.	Anker Andersen A/S may also terminate the contract if the legal structure or ownership of the supplier has changed in such a way as to seriously affect the result that Anker Andersen A/S reasonably expects from this contract.
			<b>Documents and confidential information</b>
		9.1.	The supplier shall keep any specifications, plans, drawings, process information, patterns, designs or other materials or information supplied by Anker Andersen A/S to the supplier in connection with the contract in good condition and such material must be returned to Anker Andersen A/S on demand or on termination of the contract for any reason.
		9.2.	Each party retains all rights to documents provided to the other. The party receiving such documents available to any third party, either in whole or in part, nor use them for purposes other than those for which they were handed over.
		9.3.	The receiving party shall not disclose confidential information provided by either party under this contract even after the termination of the contract.
		9.4.	This section 9 shall not apply to documents and information shown to be in the public domain or lawfully brought to one party's knowledge by third parties or which must reasonably be disclosed by Anker Andersen A/S to its final customers.
			<b>Regulatory compliance</b>
		10.1.	The supplier is responsible for ensuring that all products comply with the ROHS 2 Directive (2011/65/EU) (Restriction of Hazardous Substances), ensuring that materials used in the manufacturing process meet environmental and safety standards. The products must not contain hazardous substances such as lead, mercury, cadmium or hexavalent chromium in concentrations that exceed the legal limits.
		10.2.	The supplier is responsible for ensuring that all products comply with the REACH Regulation (Registration, Evaluation, Authorization and Restriction of Chemicals) to ensure that no substances that pose a danger to human health or the environment are used in the manufacturing process in quantities exceeding the permitted limits. The supplier is obliged to inform about the presence of substances on the REACH Candidate List for Substances of Very High Concern (SVHC), as well as to ensure correct registration and documentation of all chemicals used.
		10.3.	The supplier is responsible for ensuring that all products comply with applicable legislation regarding the restriction of polycyclic aromatic hydrocarbons (PAHs). The supplier must ensure that the PAH content of materials used in the manufacture of the product does not exceed the permitted limit values under the REACH Regulation and other relevant regulations. Especially for products that come into contact with the skin or are used in consumer products, PAH concentrations must be kept to a minimum to protect the health and safety of users.
		10.4.	The supplier is responsible for ensuring that all products are classified and exported under the correct Harmonized System (HS) codes in accordance with international trade regulations. Misclassification can result in delays and any costs are imposed on the supplier.