

Standard Procurement Terms & Conditions for Copenhagen Airports A/S

1 Introduction - Goods

Application

These "Standard terms and conditions" applies if the Supplier and Copenhagen Airports A/S (CPH) has not signed a separate agreement.

For Goods, pages 1-2 are applicable and for Services pages 3-4.

For both Goods and Services pages 1-4 are applicable.

All trade with CPH must be based on a Purchase Order and no invoice can be sent to CPH without a valid Purchase Order number.

The following conditions apply to all purchases of Goods made by CPH with reference to "Standard Terms", Standard Procurement Terms & Conditions", "Standard Procurement Terms & Conditions for Copenhagen Airports A/S" or similar designation.

2 The Supplier's obligations

2.1 Receipt of a Purchase Order

The Supplier shall at any time be able to receive Purchase Orders electronically – either as a part of CPH's purchasing portal or in an agreed email address.

CPH's Procurement Department can be contacted at cphbuy@cph.dk or by phone + 45 3231 3900.

The Supplier shall only in emergency situations process orders from CPH without the prior receipt of a Purchase Order. The orderer at CPH is responsible for advising that the situation is an emergency situation. When an order is placed under the emergency procedure, the Supplier shall note the orderer's full name, telephone number and department. CPH must send a Purchase Order for the order on the next following working day, at the latest. If the Supplier has not received a Purchase Order in time, the Supplier shall contact CPH's Procurement Department at above mail or phone.

2.2 Delivery of Goods

2.2.1 Delivery time and place

Delivery must be made in accordance with the information stated in the Purchase Order, including the agreed times of delivery.

In the event of a delay or any risk of a delay, the Supplier must immediately notify CPH by telephone of the reason for such delay and the expected duration of the delay. The telephone notification must subsequently be confirmed in writing within two working days.

Delivery must be made to the address stated in the Purchase Order.

Delivery must be made in accordance with Incoterms 2010 DDP for the account and risk of the Supplier to the delivery address specified by CPH. However, delivery shall not be deemed to have taken place until the Goods have reached the delivery address at the agreed delivery time and in the agreed quantity and CPH has acknowledged receipt of the delivery.

2.2.2 Packaging, Labelling, Bar codes

All Goods must be properly and appropriately packed, taking into account the nature and condition of the Goods.

All deliveries must be accompanied by a delivery note that clearly shows CPH's Purchase Order number and a specification of the Goods.

CPH may demand that consignments are provided with bar codes that meet a standard selected by CPH and which, as a minimum, include information on CPH's Purchase Order number and the number of the Supplier's delivery note.

2.2.3 Documentation

All Goods must be accompanied by relevant documentation describing the Goods, including their use, maintenance and/or repair. Unless otherwise agreed in writing, documentation must be provided in Danish. CPH may at any time demand subsequent delivery of full documentation.

2.2.4 Part delivery

The Supplier's division of a Deliverable into lots requires prior written consent from CPH.

2.2.5 CPH's duty of inspection

CPH's acknowledgement of receipt of a Deliverable shall apply only to the number of packages received and not the content of the packages. CPH is entitled to complain about any wrong or missing content for a period of four weeks from receipt. CPH is further entitled to give notice of defects for the entire warranty period cf. 2.3.

2.2.6 Cancellation and Return

CPH is entitled to cancel any Purchase Order if the cancellation occurs before delivery has taken place. If the purchase is cancelled in accordance with CPH's instructions, the Supplier is entitled to compensation for losses caused by CPH's cancellation. Notwithstanding the foregoing, the Supplier is not entitled to compensation for indirect losses, including for instance lost profits.

CPH has seven (7) working days return policy after delivery has taken place, unless the products are manufactured according to CPH's instructions. If CPH wishes to return the delivered products, CPH must notify the Supplier in writing of this before the deadline and cause the products to be returned without undue delay to the Supplier at his own expense.

2.3 Warranty

The Supplier warrants that all Deliverables are free from defects, are delivered and performing, meet all specified requirements made by CPH and current industry standards and are working and fit for the purpose that CPH may reasonably expect.

The warranty period is 24 months from delivery of the Deliverable in question. In addition, the general rules of limitation of Danish law regarding warranty liability etc. apply.

If the Supplier has received a more extensive and longer warranty from a third party, the Supplier must give CPH the full advantage thereof.

If any defects or deficiencies are detected in a delivery within the warranty period, CPH shall notify the Supplier thereof without undue delay. The Supplier must – at CPH's option and without any cost to CPH – deliver substitute Goods or remedy the deficient/defective Goods, unless the Supplier can prove that the defects or deficiencies are due to circumstances for which CPH is responsible.

If the Supplier does not provide such remedy without undue delay, CPH is entitled to have the identified defects or deficiencies remedied for the account and risk of the Supplier. If the Supplier does not deliver substitute Goods without undue delay, CPH is entitled to buy substitute Goods from a third party for the account and risk of the Supplier.

Deliveries or any parts thereof which are replaced by substitute Goods or remedied under the warranty are subject to a new warranty period of 24 months from the time of delivery of substitute Goods or approval by CPH of the remedied delivery.

CPH's access to examining the Goods before or on delivery does not deprive CPH of its rights under these terms and conditions and the general rules of Danish law.

3 Price and Payment

3.1 Prices

Unless otherwise stated in the Purchase Order, all prices are net prices in Danish kroner (DKK) exclusive of VAT, but inclusive of all taxes, extra charges, etc. CPH is only liable for Goods, packaging material, etc. that have been specified in a Purchase Order.

All prices are fixed and not subject to price adjustment, irrespective of documented changes in the prices of raw materials, exchange rates, etc. If the Supplier reduces its general list prices between the date the order is placed and the date of delivery, the Supplier must invoice such lower price to CPH.

Standard Procurement Terms & Conditions for Copenhagen Airports A/S

The Supplier is not entitled to demand a handling fee or any other kind of charge not agreed in writing between the Parties.

3.2 Invoicing

The Supplier shall send a separate invoice for each Purchase Order, and the invoice must refer to the Purchase Order number. This also applies in the event of invoicing on account. Combined invoices will not be accepted. However, the Supplier is entitled to send several invoices concerning the same Purchase Order when continuous invoicing has been agreed.

Invoices must be sent via EAN number 5790001722265, however only in OIOUBL format. Alternatively, invoices may be sent in PDF format via email to efak.kreditor@cph.dk. One email may include several attached PDF files, but it may only include one invoice. The file name of the PDF may not include any spaces. CPH may demand, giving one month's notice, that the Supplier submits electronic invoices via EAN numbers. Hardcopy invoices are not allowed.

In order to be valid, invoices must, as a minimum, state CPH's Purchase Order number, the specifications of the Goods, number of units and price, and meet applicable statutory invoice requirements.

If these requirements are not met, the invoice will be returned to the Supplier at the email address stated by the Supplier.

Invoices must be sent immediately upon delivery. If the Supplier does not send a correct invoice within six months of delivery, the Supplier will lose its demand for payment.

Any contact to the accounts department, reminders and statements of account must be sent by email to kreditor@cph.dk.

3.3 Terms of payment

Invoices will be payable on a current month + 30 days basis from the submission by the Supplier of an accepted invoice.

3.4 Payment

Information to which CPH can pay with release effect must be entered in CPH's supplier portal. The Supplier is responsible for keeping the information up-to-date and changes cannot be applied on to the individual invoices.

3.5 Offsetting

Any amount CPH can demand from the Supplier may be offset against CPH's payments for deliveries.

4 Breach and liability

4.1 Breach

Save as otherwise specified in these terms and conditions, the general rules of Danish law shall apply with respect to rights in the event of breach by a party to the contract in addition to the remedies for breach of contract set out in this Contract.

4.2 Force Majeure

Neither the Supplier nor CPH shall be deemed to be liable to the other party under this Contract for any circumstances beyond the Party's control and which the Party should not have taken into consideration when the Contract was entered into and should not either have avoided or overcome. A strike for which due notice has been given shall not be considered a circumstance which a Party should not have avoided or overcome. Circumstances with a sub-contractor will only be deemed to constitute force majeure if a hindrance exists at the sub-contractor which is comprised by the first sentence and which the Supplier should not have avoided or overcome.

4.3 Indemnification

The Supplier must indemnify CPH for any loss, including legal costs, which CPH may incur as a result of an alleged infringement or an infringement established through litigation of a third party's intellectual property rights by the use of a delivery under the Contract.

5 General provisions

5.1 Regulatory and security requirements

The Supplier shall be responsible for ensuring that, when supplied, the Goods meet all Danish regulatory requirements, including that all Goods are lawful and correctly labelled, for instance duly CE marked. The Supplier is responsible for making any registrations required before the Goods can be brought into use, for instance registration with the Danish Data Protection Agency.

5.2 CPH's in-house policies

The Supplier and its staff may not be under the influence of alcohol or drugs when working at CPH and must respect that the use of any such substance under any form is prohibited during working hours, including during lunch breaks.

5.3 CR (Corporate Responsibility)

CPH is a signatory to the UN Global Compact, which is the world's greatest initiative for corporate responsibility (CR) and has integrated its ten principles in its Supplier Code of Conduct.

CPH expects that the Supplier will comply with these guidelines, which are available at: www.cph.dk.

CPH may demand that the Supplier provides a written account once annually of which specific activities the Supplier has implemented for the purpose of ensuring implementation of and compliance with the guidelines. CPH reserves the right to conduct audits and inspections at the Supplier's premises to verify the Supplier's compliance with the guidelines.

5.4 Intellectual property rights

CPH acquires an indefinite and transferable right of use of the intellectual property rights attached to the Goods delivered, including documentation.

Proprietary rights, including all intellectual property rights in Goods developed especially for CPH shall belong to CPH. If the Supplier uses sub-contractors, the Supplier must ensure that CPH receives the same rights as had the Supplier not used sub-contractors.

5.5 Confidentiality

The Supplier shall treat all information and knowledge acquired regarding CPH confidential to any third party. If the Supplier has received any material from CPH, such material must be returned without undue delay after end of use. The Supplier and any sub-contractors are not entitled to use or disclose confidential information/delivered material for any other purpose than for providing the Goods. Any violation of the duty of confidentiality will be sanctioned according to the general rules of Danish law.

The Supplier may not use the name, logo or its trading relationship with Copenhagen Airports A/S for any advertising or reference purposes without the written consent of CPH in each case.

5.6 Jurisdiction and governing law

The relationship between the Parties is subject to the general rules of Danish law, with the exception of conflict of laws and the Convention on Contracts for the International Sale of Goods.

Any dispute between the Parties, including disputes concerning Goods delivered, which cannot be settled amicably will be solved by arbitration at the Danish Institute of Arbitration according to the rules adopted by the Institute of Arbitration applicable at the commencement of the arbitration proceedings. Cases representing a financial value of DKK 1 million or less will be determined by one arbitrator.

Standard Procurement Terms & Conditions for Copenhagen Airports A/S

Introduction - Services

1.1 Application

These "Standard terms and conditions" applies if the Supplier and Copenhagen Airports A/S (CPH) has not signed a separate agreement.

For Goods, pages 1-2 are applicable and for Services pages 3-4.

For both Goods and Services pages 1-4 are applicable.

All trade with CPH must be based on a Purchase Order and no invoice can be sent to CPH without a valid Purchase Order number.

The following conditions apply to all purchases of Services made by CPH with reference to "Standard Terms", Standard Procurement Terms & Conditions, "Standard Procurement Terms & Conditions for Copenhagen Airports A/S" or similar designation.

2 Supplier's obligations

2.1 Receipt of a Purchase Order

The Supplier shall at any time be able to receive Purchase Orders electronically – either as a part of CPH's purchasing portal or in an agreed email address.

CPH's Procurement Department can be contacted at cphbuy@cph.dk or by phone + 45 3231 3900.

The Supplier shall only in emergency situations process orders from CPH without the prior receipt of a Purchase Order. The orderer at CPH is responsible for advising that the situation is an emergency situation. When an order is placed under the emergency procedure, the Supplier shall note the orderer's full name, telephone number and department. CPH must send a Purchase Order for the order on the next following working day, at the latest. If the Supplier has not received a Purchase Order in time, the Supplier shall contact CPH's Procurement Department at above mail or phone.

2.2 Delivery of Services

2.2.1 Time and place of delivery

Delivery must be made in accordance with the information stated in the Purchase Order, including the agreed times of delivery.

In the event of a delay or any risk of a delay, the Supplier must immediately notify CPH by telephone of the reason for such delay and the expected duration of the delay. The telephone notification must subsequently be confirmed in writing within two working days.

Delivery must be made to either the address of the Supplier or CPH as agreed between the Parties.

Delivery is considered to have taken place when the delivery to the agreed delivery time and the agreed end product (e.g. presentation, analysis, requirement specification etc.) has been delivered to the orderer in question.

2.2.2 Changes

CPH is entitled to request changes to the Services. CPH's change requests shall be forwarded in writing to the Supplier. The Supplier shall without undue delay and no later than five (5) business days from receipt prepare an estimate of the fees expected to be associated with proposing solutions for the requested change.

The solution shall specify any consequences for the Services, including date of delivery and increase or reduction of the Supplier's fees and an estimate of hourly Services.

After receipt of the proposed solution, CPH shall notify the Supplier whether or not it approves the proposal as otherwise it will no longer be valid.

The Supplier is not entitled to payment for preparing estimates, and the payment for proposing solutions may not exceed the approved estimate.

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2.2.3 Documentation

The Supplier shall actively advise CPH on any technical requirements, software, equipment, etc. necessary or relevant in relation to agreed Services. Advice shall be given at the request of CPH and at the Supplier's own initiative.

All Services shall be accompanied by relevant documentation describing the Service, including its use, maintenance and/or support and any source codes. Unless otherwise agreed in writing, documentation shall be presented in Danish. CPH may elect that the documentation shall be presented in English. CPH may at any time demand that adequate documentation be delivered later.

2.2.4 Approval/testing

Delivery shall not be deemed to have been made until the Supplier has received a written approval from CPH of the Services delivered based on control, tests and/or other acceptance criteria in accordance with the agreed.

2.3 Warranty

The Supplier warrants that all Services are free from defects, are delivered and performing, meet all specified requirements made by CPH and current industry standards and are working and fit for the purpose that CPH may reasonably expect.

In the absence of any other agreement, the Supplier will employ standard tools which meet good practice standards and are relevant in the light of CPH's systems.

The Supplier warrants that the Services comply with all relevant mandatory rules.

The warranty period is twenty-four (24) months from delivery of the Services in question.

3 Price and payment

3.1 Prices

Unless otherwise stated in the Purchase Order, all prices are net prices in Danish kroner (DKK) exclusive of VAT, but inclusive of all taxes, extra charges, etc.

All prices are fixed and not subject to price adjustment, irrespective of documented changes in the prices of raw materials, exchange rates, etc. If the Supplier reduces its general list prices between the date the order is placed and the date of delivery, the Supplier must invoice such lower price to CPH.

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In order to be valid, invoices must, as a minimum, state CPH's Purchase Order number, the specifications of the Services, number of units and price, and meet applicable statutory invoice requirements.

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If these requirements are not met, the invoice will be returned to the Supplier at the email address stated by the Supplier.

Invoices must be sent after the end of the actual Service or monthly when longer Services are agreed. If the Supplier does not send a correct invoice within six months of ended Service, the Supplier will lose its demand for payment.

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3.3 Terms of payment

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Save as otherwise specified in these terms and conditions, the general rules of Danish law shall apply with respect to rights in the event of breach by a party to the contract in addition to the remedies for breach of contract set out in this Contract.

4.2 Liability

The Supplier always bears a consultant- or adviser liability in accordance with applicable legislation.

4.3 Force Majeure

Neither the Supplier nor CPH shall be deemed to be liable to the other party under this Contract for any circumstances beyond the Party's control and which the Party should not have taken into consideration when the Contract was entered into and should not either have avoided or overcome. A strike for which due notice has been given shall not be considered a circumstance which a Party should not have avoided or overcome. Circumstances with a sub-contractor will only be deemed to constitute force majeure if a hindrance exists at the sub-contractor which is comprised by the first sentence and which the Supplier should not have avoided or overcome.

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5.4 Intellectual property rights

CPH shall acquire title to all intellectual property rights, including, but not limited to, specifications, drawings, source codes, manuals, documentation, databases, reports, software, improvements, upgrades, new versions and all copies thereof associated with, developed for or arising from the Supplier's Services. The Supplier shall not use this material for commercial purposes without prior written consent from CPH.

CPH's title is absolute and indefinite and shall continue eternally.

5.5 Insurance

Without limiting the Supplier's liability, the Supplier agrees to take out combined commercial and product liability insurance with a recognized insurance company with a sum insured of at least DKK 2,500,000 for each insurance event. At the request of CPH, the Supplier shall at any time provide evidence of the validity of the insurance cover on the above terms.

5.6 Confidentiality

The Supplier shall treat all information and knowledge acquired regarding CPH confidential to any third party. If the Supplier has received any material from CPH, such material must be returned without undue delay after end of use. The Supplier and any sub-contractors are not entitled to use or disclose confidential information/delivered material for any other purpose than for providing the Services. Any violation of the duty of confidentiality will be sanctioned according to the general rules of Danish law.

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