

# Falck's General Purchasing Conditions



## 1. Scope

- 1.1. These purchasing conditions ("Falck's General Purchasing Conditions") are applicable to every purchase of Goods and Services from the supplier or companies within the supplier's group (collectively the "Supplier") by Falck Danmark A/S (a company incorporated in Denmark with company registration number 16271241 and registered address at Sydhavnsgade 18, 2450 Copenhagen SV, Denmark) and any other entities within the Falck-group in Denmark (collectively "Falck"). In case Falck and the Supplier enter into a negotiated agreement for the purchase of Goods and Services, such agreement shall take precedence over Falck's General Purchasing Conditions. Any terms and conditions of the Supplier do not apply to Falck's purchase of Goods and Services from the Supplier.
- 1.2. Ordering, delivery, invoicing, and payment shall occur directly between the purchasing Falck-entity and the entity that receives the order within the Supplier's group.

## 2. Definitions

- 2.1. The following definitions shall apply:

"Agreement" means Falck's purchase order, Supplier's offer, acceptance of Supplier's offer, the Supplier's order confirmation and specifications and any other agreed documents between the parties regarding Falck's purchase of Goods and Services from the Supplier together with Falck's General Purchasing Conditions.

"Goods" means goods, equipment, products, etc. in both physical and digital form.

"IT-purchases" means Goods such as hardware, software, as well as other Goods and Services to be provided under an IT-project.

"Services" means services, including but not limited to consulting, planning, installation, construction, service, and maintenance, etc.

## 3. The Supplier's Goods and Services

- 3.1. The Goods and Services to be provided by the Supplier are specified in the documents listed under clause 2.1 "Agreement".
- 3.2. The Supplier shall deliver Goods and Services to Falck's area of operation as described or assumed from the Agreement.
- 3.3. The Supplier has an obligation to be acquainted with Falck's area of operation and the requirements that the Goods and Services shall satisfy when used in the area of operation.
- 3.4. The Supplier's Goods and Services shall be of good quality, professionally correct and in accordance

with applicable industry standards and applicable laws and regulations, including but not limited to environmental, work environment, health, security and safety standards, laws and regulations.

## 4. (Applicable to IT-purchases)

- 4.1. The Supplier hereby agrees that it has read Falck IT Security Policies and shall adhere to such policies at all times.
- 4.2. The Supplier shall use best efforts to avoid cyberattacks and must inform Falck immediately of any cyberattack occurring that adversely impacts the delivery of Goods and Services to Falck. The Supplier shall adhere to NIST Cyber Security Framework.
- 4.3. The Supplier shall document that the Supplier complies with the applicable regulatory frameworks and generally agreed information security standards in those areas that are of relevance to the Supplier, given the professional responsibilities of the Supplier in its capacity of provider of the Goods and Services. Falck may impose special documentation requirements for compliance with information security requirements. Any such requirements shall be set out in an appendix as part of the Agreement.
- 4.4. If new legal requirements and/or obligation for the documentation of compliance with such requirements are introduced subsequent to the conclusion of the Agreement, the Supplier shall adhere to such new legal requirements and/or obligation.

## 5. Environmental Requirements

- 5.1. The Supplier must comply with all environmental national law requirements, international protocols and agreements, including EU directives. In regard to delivery of chemicals in the EU, all relevant REACH-requirements must be complied with, including exposure scenarios.
- 5.2. The Supplier must live up to high environmental and work-environmental standards.
- 5.3. The Supplier must keep Falck periodically oriented of all relevant cases, including the Supplier's new certifications, accidents resulting in death that occur in connection with the Supplier, and other similar incidents.
- 5.4. The Supplier must deliver a security data form (SDS) for chemical substances to Falck, upon which the chemical characteristics, CAS number, handling, etc. shall be described. The SDS must be delivered electronically, as either a pdf-file or in another electronic format.
- 5.5. Upon Falck's request, the Supplier must also deliver the relevant information about chemicals, work-environmental and environmental cases.

- 5.6. At any time, Falck must be allowed access for the purpose of control regarding the Supplier's conformity with environmental and work environment standards. In the event that Falck wishes to audit the Supplier's business procedures, the Supplier shall allocate time and cooperate in the audit.
- 5.7. In the event that environmental and work environment related cases are not handled satisfactorily, Falck is entitled to terminate the purchase and/or the Agreement forthwith.
- 6. Delivery of Goods and Services**
- 6.1. Delivery shall occur at the agreed delivery date stated in the documents listed under clause 2.1 "Agreement" or in the event that no date is specified, within a reasonable timeframe set by Falck.
- 6.2. The Goods and Services shall be delivered to the agreed delivery location.
- 6.3. As for Goods, delivery shall be DDP (Incoterms 2020). The Goods must be correctly and satisfactorily packaged and sent with a manifest. The Supplier shall, at the time of shipping, deliver at no cost all documents necessary for customs clearance and shipping of the Goods and the necessary material for the Goods installation, use (workplace instructions), storage and maintenance.
- 6.4. As for Services, including construction services, delivery shall be considered upon the Supplier's notification to Falck that the work is completed and upon Falck's written approval of the work and completion of any agreed tests.
- 7. Prices and Payment**
- 7.1. Prices for the Goods and Services are fixed and described in the documents listed under clause 2.1 "Agreement".
- 7.2. In the event that the Supplier reduces the prices for the Goods and/or the Services before delivery, the Supplier shall only invoice Falck for the reduced price.
- 7.3. The Supplier is not entitled to increase the prices of Goods and/or the Services without prior written approval from Falck. Notwithstanding the above, the prices may be adjusted in accordance with the Consumer Price Index (CPI) in Denmark.
- 7.4. The prices for the Goods and Services are all-inclusive and shall cover all kinds of costs, fees and expenses in connection with delivery e.g VAT, other taxes, including withholding taxes, licenses, duties, tariffs, tools, subcontractors' fees, unless otherwise is agreed in writing.
- 7.5. Falck is not subject to any minimum purchase requirements (whether based on revenue, volumes or similar).
- 7.6. Payment terms are current month plus 60 days from date of invoice. The invoice must be sent as soon as possible after delivery of the Goods or Services. In the event that Falck objects to the content of the invoice or complains with respect to the delivered Goods and/or Services, payment is not considered due until the date of final settlement of the disputed invoice or judgment on the delivered Goods and Services. An invoice must be sent to the requesting Falck entity receiving the Goods and Services or Falck entity on behalf of which Falck Danmark A/S requests the Goods and Services and specify the requestor, department and/or project number and if possible, request number.
- 7.7. Falck has the right to return any invoice that does not meet the above requirements. Invoices to Falck in Denmark must comply with the following guidelines: <http://www.falck.dk/kontakt/faktura/>
- 7.8. At the end of the month, the Supplier shall upon Falck's request or per agreement send the relevant collected bank statements to Falck's accounts payable department
- 7.9. Both parties can request a renegotiation of the current prices by a written request to the other party. The written request must contain a detailed and justified description of the proposed change, such as changed specifications, exchange rates, changed quantity, employee costs or other direct or indirect costs that may lead to a request for renegotiation of the price. If the parties cannot reach an agreement with respect to the requested change, the Agreement will continue to be valid with unchanged conditions, unless the Agreement is terminated by Falck with a reasonable notice period.
- 8. Delay**
- 8.1. The Supplier must immediately inform Falck of any delay or anticipated delay. Falck reserves the right to demand from the Supplier a penalty equal to 1.5 percent of the total price of Goods and Services per week or every time the agreed delivery time is exceeded, up to a maximum of 20 percent.
- 8.2. Falck has the right to terminate a specific purchase and/or the Agreement in the event of a significant delay or significant anticipated delay. Significant delays include, but are not limited to, (i) cases where a delay implies that Falck breaches its obligations towards Falck's customer(s) or where Falck's customer(s) request from Falck to terminate the purchase due to a delay or (ii) cases of uncorrected or repeated delays regardless of whether every single delay is significant or not.

- 8.3. Falck shall inform the Supplier, within a reasonable timeframe after the agreed date on which the delivery should have taken place, if Falck wishes to continue with the specific purchase or terminate the specific purchase and/or the Agreement.
- 8.4. Falck is entitled to damages regardless of whether Falck terminates or continues the specific purchase and/or the Agreement as a result of delay or anticipated delay, and the Supplier shall indemnify Falck for all resulting losses.
- 9. Falck's Inspection and Complaints**
- 9.1. Falck is not under obligation to inspect the Goods and Services upon delivery, unless the Supplier requests inspection in writing. In the event that the Supplier does not request Falck's inspection of the Goods and Services, Falck does not lose the right to claim defects. Falck must inform the Supplier of a defect within a reasonable timeframe after detection of the defect.
- 10. Property Rights to Falck's Materials**
- 10.1. Any eventual components, materials, and Falck's data and documentation which Falck must deliver to the Supplier for use in the delivery of Supplier's Goods and Services ("Falck's Materials") are described in the documents to the Agreement for purchase of Goods and Services listed under clause 2.1 "Agreement".
- 10.2. Falck retains ownership to Falck's Materials indefinitely.
- 10.3. The Supplier shall keep Falck's Materials separated from the Supplier's and third party's materials, components and documentation, clearly mark Falck's Materials with Falck's name and with the unambiguous statement that Falck has ownership to Falck's Materials, as well as to keep records of Falck's Materials. The Supplier shall keep Falck's Materials safe and shall be fully responsible and bear all risks and costs for any accidental or unforeseen injury, loss or destruction of Falck's materials.
- 10.4. The Supplier must return all Falck's Materials, and all records of Falck's Materials to Falck upon request, and the Supplier has under no circumstances a right of retention to Falck's Materials, even after installation or incorporation of Falck's Materials into the Supplier's Goods.
- 11. Rights, including IP-Rights**
- 11.1. Each party retains ownership of all rights in existence at the time of or prior to the conclusion of the Agreement, and no party obtains ownership of the other party's pre-existing rights.
- 11.2. Falck obtains ownership to all rights to Goods and Services developed by the Supplier for Falck. To the extent the Goods and Services comprise the Supplier's pre-existing intellectual property rights, Falck obtains an unlimited, sub-licensable, perpetual, worldwide and irrevocable right thereto.
- 11.3. Falck obtains all other intellectual property rights prepared in connection with or arising from the performance of the Agreement.
- 11.4. The Supplier guarantees that Falck's use or sale of Goods and/or Services does not violate any right, intellectual property right, either registered or unregistered, of any third party in any part of the world. The Supplier agrees to indemnify Falck against every claim from a third party with respect to either Falck's use or further sale of Goods and Services that violates the rights of a third party. Falck's indemnification includes but is not limited to reasonable legal expenses.
- 11.5. Any use of Falck's intellectual property-rights, including name, logo, marking of goods, copyrights, patents, designs, etc. may only occur with prior written approval from Falck.
- 12. Use as reference**
- 12.1. Any use of Falck's name and/or logo as reference in advertisements, articles, announcements and/or for marketing purposes, etc. may only occur with prior written approval from Falck.
- 13. Subcontractors**
- 13.1. The Supplier shall remain responsible for all acts and omissions of its subcontractors, as if such acts and omissions were performed by the Supplier itself. Any change of subcontractors priorly approved by Falck shall be subject to Falck's prior written approval.
- 14. Data Protection**
- 14.1. If the Supplier as part of the delivery of Goods and Services will be processing personal data on behalf of Falck, the parties shall enter into a Falck data processing agreement.
- 15. Assignment**
- 15.1. The parties are entitled to transfer fully or partially their rights and obligations under the Agreement to other companies within the parties' respective groups. Falck is entitled to transfer fully or partially its rights and obligations under the Agreement to third parties without the Supplier's prior consent.
- 15.2. The Supplier is not entitled to transfer its rights or obligations under the Agreement to third parties without Falck's prior written consent. This restriction



also applies to invoicing of receivables or payments on account.

## 16. Confidentiality

- 16.1. Each party shall keep all confidential information received from the other party as strictly confidential.
- 16.2. Such confidential information may only be disclosed with the other party's prior written consent. However, Falck is entitled to disclose confidential information to other companies in the Falck-group, provided that the companies in question keep the information confidential, and to Falck's customers, where such disclosure is necessary in order for Falck's customers to use the Goods and Services as provided. In addition, the parties may only utilize information received from the other party to fulfill their obligations as per the Agreement.
- 16.3. The confidentiality obligation does not apply to information that the party can demonstrate has become known to the party through other ways than the delivery of the Goods and/or Services or which is publicly known. Furthermore, the confidentiality obligation does not apply when a party is required to disclose such information by law, court or government order or binding stock exchange regulations. Where a party is required to disclose information in such way, it shall notify the other party to this effect prior to disclosure.
- 16.4. A party shall ensure that employees and subcontractors and subcontractor's employees are subject to the same duty of confidentiality.
- 16.5. Breach of the confidentiality obligations set out in this section is considered a material breach of the Agreement.
- 16.6. The provisions of this section shall survive the termination of the Agreement.

## 17. Falck's Code of Conduct

- 17.1. The Supplier and the Supplier's sub-contractors shall comply with Falck's Code of Conduct, which can be found at: <https://www.falck.com/about-us/corporate-governance/code-of-conduct/>.

## 18. Breach of Contract

- 18.1. In the event of a non-material breach of the Agreement, the non-defaulting party is entitled to give the defaulting party a deadline of 30 calendar days to remedy the breach. In the event that the breach is not remedied within 30 calendar days, the breach becomes material.
- 18.2. Where possible due to the nature of the breach, Falck may apply for an injunction in the event of a breach of the Agreement without collateral. In the

event that Falck's customers are entitled to penalty or compensation as a result of Falck's breach of contract with Falck's customers resulting from the Supplier's breach of the Agreement, the Supplier is obligated to indemnify Falck against these claims, and the Supplier is further obligated to compensate Falck for any other losses that result from the breach of the Agreement.

- 18.3. In all other circumstances, the customary remedies for breach of contract according to Danish law are applicable.

## 19. Warranty

- 19.1. The Supplier warrants that all Goods and Services are free from defects of any kind until minimum 24 months after delivery. The Supplier hereby warrants that the Goods and Services in relation to type, quantity, quality, and other characteristics are in accordance with the Agreement and suited to Falck's purposes with the purchase of Goods and Services.
- 19.2. The Supplier warrants that the delivered Goods and Services comply with applicable laws and regulations in the country or countries in which it is agreed or assumed that Falck must use the delivered Goods and Services.
- 19.3. In the event that the Goods and/or Services are defective within the warranty period, Falck may assert customary remedies for breach of the Agreement. If the defect is material in Falck's opinion, or the Supplier is unable to replace or repair the defective Goods without undue delay, Falck is entitled to terminate the Agreement forthwith. The same applies in the event that the Supplier has acted fraudulently or was aware of the defect at a time when the Supplier could procure a defect-free Good and/or Service.

## 20. Liability

- 20.1. The parties are liable for damages under the general rules of Danish law.
- 20.2. The Supplier has strict liability for breach of warranty.
- 20.3. The Supplier shall indemnify Falck and Falck's customers for personal injury and property damage caused by defective Goods and/or Services (product liability), including Falck's expenses for these claims.
- 20.4. The Supplier shall indemnify Falck for every loss that Falck may suffer as a result of defects with the Goods and Services, including claims made by third parties against Falck.

## 21. Insurance

21.1. The Supplier shall be covered by customary insurance policies that are sufficient to cover the Supplier's obligations to Falck, including but not limited to public liability insurance and the compulsory workers compensation/ employer's liability insurance, which cover claims originating from or directed against Falck.

21.2. The insurance policies shall be in force during the term of the Agreement, and a minimum of one year after the Agreement's expiration or termination. At Falck's request, the Supplier shall immediately provide copies of its insurance policies and documentation that the policies are in force and are duly paid.

## 22. Provision of security

22.1. Falck may at any time require that the Supplier provide security to Falck for the fulfillment of its obligations.

## 23. Force Majeure

23.1. The Supplier and Falck are exempt from meeting the terms of the Agreement, provided that they can demonstrate that they are prevented from doing so by external events, which they could not have foreseen and which they cannot avoid (force majeure).

23.2. Obstacles in fulfillment of the terms of this Agreement which were announced or known, including heralded labor disruptions and trade blockades, shall not be considered force majeure. Similarly, subcontractors delays and materials shortages and other performance barriers that the Supplier could or should have foreseen and/ or the Supplier can remedy by short covering shall not be considered force majeure.

23.3. In the event that a force majeure obstacle has lasted more than 30 days, the party whose completion of contractual duties is not impeded by force majeure is entitled to terminate the Agreement in writing forthwith.

## 24. Choice of Law, Jurisdiction, and Disputes

24.1. The Agreement and disputes arising from the Agreement are subject to Danish law, including the UN's Convention on International Sale of Goods (CISG).

24.2. All disputes in relation to the Agreement must be settled by Copenhagen District Court as the 1st instance.

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