



Atea Procurement for Resale standard Terms and Conditions

INTRODUCTION

The terms and conditions shall govern any and all Purchase Orders from Atea A/S and any Atea Affiliates and shall supersede any additional or contrary terms, hereunder any standard terms of Supplier unless it is specifically agreed in writing between the Parties that this Document shall be deviated.

BACKGROUND AND PURPOSE

The Procurement team in Atea sets out the terms and conditions for Atea A/S (Company No 25 51 14 84) and Atea Affiliates purchase of hardware, software, services and related Products from Supplier which will be added to the Atea A/S or the Atea Affiliates line of Products offered to its End-User Customers.

GENERAL TERMS AND CONDITIONS

AUTHORIZED SUPPLIER

The Supplier must only resell Products and Services to Atea where the Supplier is the Manufacturer or where the Supplier is authorized to act as a Distributor by the Manufacturer within the territory.

WEEE

("Waste Electrical and Electronic Equipment" – according to EU directive 2012/19/EU or later)

The Supplier has the sole responsibility to ensure that all registrations and any fees or other payments connected to the handling of Waste Electrical and Electronic Equipment according to the above said directive before any Products are to be provided to any Atea entity or to any Atea Customer.

WARRANTIES

All Products shall be provided with a warranty at least equal to the Manufacturers warranties from the date of Atea's resale. If the Supplier provides a longer warranty for a specific product, this longer warranty shall apply irrespective of the foregoing.

Supplier shall however at least warrant that: the Products and Services: (a) conform to the Product or Service specification; (b) are of satisfactory quality and fit for any purpose held out by Supplier or made known to it; (c) are, on delivery and during a warranty period of at least 12 months from the date of Atea's resale, free from defects in design, material and workmanship.

Defect Products shall be either replaced or credited in accordance with Manufacturer or Supplier program

and guidelines, and shall continuously comply with the below mentioned laws and regulations:

The Supplier declares and warrants that the Products supplied to Atea is in compliance with all applicable law in the territory where supplier delivers to Atea and End User Customer. Any exception from this aforementioned product compliance guarantee must be confirmed by Atea in writing

The Supplier is obliged to comply with all current rules and regulations, including rules and regulations associated with import/export regulation, environmental, and criminal codes.

The Supplier is obligated upon Atea's request and at the Supplier's cost to provide necessary Documentation for the compliance with these applicable laws. The Supplier shall indemnify and hold Atea harmless for all losses incurred by Atea due to the Supplier's failure to comply with the above-mentioned warranties.

SYSTEM FOR ELECTRONIC DATA INTEGRATION

If Atea so wishes, the Parties shall develop a system for electronic data integration which minimizes the transaction costs, which can include a total electronic data integration. A system for electronic data integration will automate the interface and thereby minimize the manual workload, which will lead to shared gains for both Parties.

Both Parties must maintain and develop the system for electronic data integration continuously. If mistakes caused by the Supplier occur, the Supplier is obligated to correct them.

INTELLECTUAL PROPERTY RIGHTS

Supplier warrants and undertakes to ensure that its supply, and Atea's use and resale of the Product and Services does not and will not infringe any Intellectual Property Rights of any third party.



All use and deliveries of software is regulated in accordance to the license agreement enclosed with the Product.

Supplier shall indemnify Atea against all losses (including any direct, indirect or consequential losses, or loss of production, profit or reputation) suffered or incurred by Atea arising out of or in connection with any claim made against Atea for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the supply or use of the Products or Services.

Such indemnity will include all liability, losses, damages, costs, and expenses of any nature incurred by Atea and the End-User Customer directly or indirectly to the extent arising as a consequence of or in connection with a claim.

CONFIDENTIALITY

A receiving Party shall keep in confidence and observe strict confidentiality with respect to all Confidential Information obtained from or relating to the disclosing Party and shall not disclose or otherwise make available such Confidential Information, whether in whole or in part, to any third party without the prior written approval by the disclosing Party.

Confidential Information shall not include information which (i) is in or comes into the public domain; (ii) was in the possession of the receiving Party prior to receipt from the disclosing Party and was not acquired by the receiving Party from the disclosing Party under an obligation of confidentiality or non-use; (iii) is acquired by the receiving Party from a third party not under an obligation of confidentiality or non-use to the disclosing Party; or (iv) is independently developed by the receiving Party without use of any Confidential Information of the disclosing Party.

FORCE MAJEURE

Pursuant to the terms of this document, neither of the Parties shall be considered in breach or liable to pay compensation to the other Party if the responsibility is due to conditions outside the Party's control, and which the Party could not have taken into consideration when the Purchase Order was concluded, and could not have avoided or overcome ("Force Majeure event").

The Supplier shall promptly give written notice to the Customer specifying the nature and consequence of a

Force Majeure event, and the Parties shall then immediately agree to use their best efforts to mitigate the effects of the situation.

If any Force Majeure event has prevented or is reasonably expected to substantially prevent the provision of the delivery for a period of more than thirty (30) calendar days Atea may also fully or partly terminate any or all affected Purchase Orders.

BANKRUPTCY

In the event of debt rescheduling proceedings, composition with creditors, or other forms of creditor intervention in respect of the Supplier's business, Atea is entitled to terminate any or all affected Purchase Orders with immediate effect.

LIABILITY AND INDEMNITY

Each Party liability in contract or otherwise hereunder for defects and delays shall be according to the governing law.

Supplier shall indemnify Atea against all Losses (including any direct, indirect or consequential losses, or loss of production, profit or reputation) suffered or incurred by Atea arising out of or in connection with: any (actual or threatened) claim made against Atea by a third party for death, personal injury or damage to property arising from the supply of defective Products or Service by Supplier. Supplier shall indemnify Atea, against all Losses arising from Atea, in its sole discretion, carrying out a product recall due to defective Products (all of which shall be deemed to be direct losses).

APPLICABLE LAW AND DISPUTE RESOLUTION

Any dispute between Atea and the Supplier shall be settled according to Danish law, with the exception of Danish international private law.

In the daily collaboration, the Parties shall identify and loyal to the opposing Party seek to resolve differences amicably at the earliest stage possible.

Any disputes, controversies, or claims, which might arise between the Parties, are sought to be solved by extrajudicial negotiations between the Parties. In the event that a conclusion to a dispute, controversy or a claim is not concluded within a period of ninety (90) calendar days after the invoking of this provision, the negotiations must upon application from a Party be referred to the executive board in each company. The executive board shall no later than eight (8) days after

such application has been made, organize a meeting and seek the dispute resolved.

In the event that a dispute, controversy, or a claim have not reached a final conclusion within thirty (30) calendar days after the referral of the negotiations to the executive boards, the dispute must be solved by litigation before the Copenhagen City Court or by arbitration before "The Danish Institute of Arbitration" in Copenhagen, Denmark, by one or three arbitrators in accordance with the applicable law of the institution. Danish or English shall be applied in the arbitration.

If the dispute is about whether a Service Level Agreement is met or a purely technical issue regarding an alleged defect in a product of a value less than 100.000 EURO, either Party may request the relevant Institute of Arbitration to appoint an independent IT expert with special expertise in the technical field in question, who shall make a final and binding decision on the issue for both Parties.

AUDIT

At Atea's request, Supplier shall, upon no less than thirty (30) working days' prior written notice submit an updated report to Atea prepared by a competent third party (auditor) on:

audit on invoicing by Supplier,
audit on Supplier's compliance with legal requirements, including safety regulations and requirements on the processing of personal data, Code-of-Conduct, CSR, and
audit on security, including confidentiality, integrity and availability of information and Documentation in connection with the provision of Products and Services.

Supplier shall provide all necessary assistance for the implementation of such audit, including, but not limited to, giving access to Supplier's facilities and disclosing all material and information regarding this Document, and which is necessary to verify the Supplier's compliance with its obligations under the Document.

By default, Atea shall pay all costs to the auditor. In the event that the audit reveals any irregularities or defaults, all costs to the auditor shall be paid by Supplier.

In the event that the audit reveals any irregularities or defaults such conditions shall be remedied immediately, and Atea shall be entitled to request a re-audit at any time to verify the remediation.

The Supplier shall bear all costs and expenses associated with re-audits reasonably caused by any irregularities or defaults attributable to the Supplier.

No audits or re-audits shall be limiting for Atea's right to claim remedy for any breach disclosed by the audit.

ATEA CODE OF CONDUCT, COMPLIANCE AND CSR

Atea is committed to working actively to promote CSR and Supplier shall follow any relevant ethical requirements. Atea respects the fundamental requirements of CSR, as encompassed in Atea's and the Atea Group's CSR policy and programs amended from time to time, available at <https://www.atea.com/corporate-responsibility/>. Atea incorporates CSR in its activities related to the Document. Transportation of goods shall be handled as environmentally conscious as possible.

Supplier warrants and undertakes that, it will comply with all applicable Laws. Supplier will not, and will procure that its representatives will not give, offer, promise to give or authorize, directly or indirectly, any financial or other advantage to another person in violation of, or that would cause any risk for Atea or its Representatives to be in violation of anti-corruption laws.

Supplier warrants and represents that it shall promptly complete any third-party screening questionnaires or documents of Atea, and that its responses to the same, including any warranties given therein, will be complete and accurate.

Supplier shall at all times comply with Atea's Supplier Code of Conduct (<https://www.atea.dk/om-atea/vores-ansvar/compliance/supplier-code-of-conduct/>) applicable at any time, and other Atea's Compliance Policies hereunder Compliance Policies for the relevant Atea Affiliate.

This obligation includes that the Supplier undertakes not to do any acts towards Atea representatives or towards another person, that Atea or any Atea representative according to Atea policies not are allowed to do. Furthermore, the Supplier shall not initiate any activities to affect Atea's employees to violate Atea's Compliance Policies.

Relevant policies for Atea Denmark can be found here: <https://www.atea.dk/om-atea/vores-ansvar>, applicable at any time hereunder applicable for each relevant Atea Affiliate.

Each Party will comply with all applicable sanctions, import, re-import, export, and re-export control laws and regulations. Neither Party will be required to undertake any activity pursuant to the Contract that would violate any Applicable Laws.

Supplier undertakes to adhere to and fulfill the standards established by the RBA Code of Conduct ("RBA Code") Code of conduct and work proactively to ensure that the same standards are adhered to by its suppliers and sub-contractors.

Supplier shall, as reasonably requested by Atea, agree to provide relevant information and Documentation as evidence that Supplier and its sub-suppliers are in compliance with applicable law, Atea Supplier Code of Conduct, Atea Compliance Policies and all other requirements hereunder Atea according to this clause. The details of which information shall be provided in writing within 1 month of Atea's request.

In any manner of prize awarding's and/or sale competitions, these shall be approved by Atea's local Procurement beforehand.

FINANCE MANAGEMENT

PRICES

Unless otherwise agreed in writing, all Prices are in Danish Kroner (DKK), and are exclusive of VAT, but including all other taxes and expenses, including any customs duties and standard packaging and delivery in Denmark. In the event that changes to public taxes occur in the same period between the Purchase Order Date and the Delivery Date, the Price adjusted with the net economic consequence thereof so that if Atea's position remains unchanged.

SPECIAL PRICING OR SPECIAL QUOTE PRICES

The Prices for the delivery of the Services and/or Products to End-User Customers with special pricing or special quote must be invoiced to Atea in accordance with the agreed price.

Documentation for special pricing or special quote must be send to Atea immediately after a special price or special quote Prices is agreed and must include customer name, Price and valid dates. Agreement with special pricing or special quote that expire due to exhausted quantity must be removed immediately.

If the expected Delivery Date is later than the special pricing or special quote expiry date, the supplier must inform Atea or extend validity.

PAYMENT AND INVOICING

The invoice corresponding to the Purchase Order, shall be sent to Atea at the same time as the delivery takes place.

Payment term is current month + sixty-two (62) days from reception of correct invoice. If the agreed invoice information, as specified by Atea from time to time (Purchase Order number or any other reference), do not appear on the invoice, the payment terms will not have effect before a new invoice have been received with correct information. The Supplier's invoices shall include Atea's Purchase Order number and reference.

Any disbursements agreed must be explicitly listed.

Supplier shall submit electronic invoices in accordance with the guidelines issued by Atea.

In the event of late payment, interest shall be accruing at a rate of one percent (1%) per month.

The Supplier shall quote and invoice Atea in Danish Kroner (DKK) or any other currency specifically agreed.

ORDER AND ORDER CONFIRMATION

ORDERING

Agreed price, or Quote / Special Bid is a binding offer from the Supplier, which is accepted when Atea enters a Purchase Order.

Products are electronically ordered on a continuous basis by Atea in accordance with the guidelines issued by Atea. A Purchase Order from Atea is not valid until the Purchase Order has been assigned a Purchase Order number.

The Supplier shall seek to practice some delay in their order placing process, in order for Atea to have the possibility to alter or cancel within 30 minutes from after placing an order.

Order confirmation shall be submitted by Supplier electronically in accordance with the guidelines is-sued by Atea no later than three (3) hours after Atea's Purchase Order has been sent to the Supplier.



The Supplier order confirmation shall include the following information which shall be in agreement with the Purchase Order:

Order specification
Price
Shipment date
Delivery Date
Delivery address

Order confirmations with estimated shipping, estimated Delivery Dates and delivery confirmations with actual shipping dates must be sent for all order lines. For Services, the Delivery Date equals Service start date, and software licenses, equals activation date.

CHANGE IN DATE OF SHIPMENT OR DELIVERY

If the Supplier fails to deliver the goods at the estimated or confirmed Shipment or Delivery Date, the Supplier shall without undue delay and no later than the same day that the Supplier is aware of the potential delay, re-confirm the delivery in accordance with the guidelines issued by Atea.

ORDER DEVIATION

If there for any reason is cause to believe that there are errors in any given Purchase Order, the Supplier shall contact Atea electronically in accordance with the guidelines issued by Atea and Atea shall have the opportunity to change or cancel the relevant Purchase Order. This shall always be applicable if Atea have placed more than one Purchase Order with the same order number or if the same order have been placed more than once.

If there is a mismatch between the Purchase Order and the order confirmation, the order must be put on hold and immediately ask Atea to provide a reference for a special Price or asked to accept the correct Price according to the last Price file.

CANCELLATION

Atea is allowed to cancel a Purchase Order by a written request followed by a written confirmation from the Supplier.

Atea is not allowed to cancel a Purchase Order in the following cases:

Customer Specific Goods including Built-To-Orders and Configured-To-Orders already ordered at the Vendor

Non-physical Products must not be registered and/or activated.

The Supplier is not allowed to charge any cancellation fee.

ORDER BACKLOG FOLLOW UP

The Supplier should offer suggestions for alternative Products if the delivery time exceeds two weeks or the shipping date is unconfirmed one week after order placement. The supplier should inform if there are no alternatives available.

The Supplier must inform Atea that a product ordered is EOL as soon as possible and no later than two days after the order has been received. The supplier must inform about the replacement product or that no replacement is available no later than two business days after the initial EOL warning was sent.

DELIVERY

Deliveries are made DAP, VAT unpaid according to Incoterms 2020 within borders of Denmark.

Unless otherwise agreed in writing with Atea the Supplier must not make deliveries outside the borders of Denmark.

Extraordinary cost for transport may be agreed (for example express delivery or other forms of special deliveries) provided there is written consent from Atea in advance.

A delivery note must be attached to the delivery and may not contain any pricing information. The delivery note must contain Atea's Purchase Order number, Customer reference (if applicable), and product number for each item in the delivery.

Unless otherwise agreed, all Purchase Orders received from Atea must be partly delivered.

If a relevant delivery is delivered containing the wrong Product, fewer or more Products than what is set out in the Purchase Order and/or delivered to the wrong address, or if the same order is delivered twice etc., the Supplier shall immediately correct the mistake. The same applies if the transporter fails to deliver the Product as agreed. Atea and the End-User Customer shall be affected as little as possible.



DELIVERY CONFIRMATION

As soon as the Product is delivered, the Supplier shall send an electronic delivery confirmation to Atea in accordance with the guidelines issued by Atea, together with relevant Track & Trace information. The delivery confirmation must include all serial numbers for the Products shipped, if applicable.

If the Supplier should assume that the delivery is likely not to take place in accordance with the delivery confirmation, the Supplier shall give Atea notice about this without undue delay and no later than the same day that the Supplier is aware of the potential delay. The notice shall state the reason for the delay and state when expected delivery will take place. This shall be forwarded electronically in accordance with the guidelines issued by Atea.

INSPECTION, DEFECTS AND COMPLAINTS

Upon receiving goods, Atea or the End-User Customer shall to a reasonable extent inspect the Products and give the Supplier notification within seven (7) working days of clearly visible damages on the packaging. Other visible non-conformance (for example wrong product, wrong amount etc.) shall be reported within twenty-one (21) calendar days.

Unless otherwise agreed in writing, the Supplier shall redeliver/correct the delivery without further delay in accordance with the guidelines issued by Atea. All costs will be attributed to the Supplier.

Atea retains its right to claim remedy for defective or delayed delivery.

RETURN OF SALES

Atea and Atea's End-User Customers have the right to return the Supplier's Products in the following cases:

The product is intact and in unopened original packaging,

Non-physical Products must not be registered and/or activated.

A RMA request has been submitted to the Supplier no later than thirty (30) working days from the Delivery Date.

The product is returned to the Supplier no later than fifteen (15) working days after the Supplier's submission of a RMA number.

In general, Built-To-Orders, Configured-To-Orders, Special Goods and Customer Specific Goods are not part of this agreement, but if it is on stock on the ordering

point, it will be handled under the normal "rotate" rules mentioned above.

SERVICE LEVEL

Atea accepts no less than the following KPI's:

SPECIAL QUOTES

Quotes will be delivered to Atea within six (6) working hours from receiving a request.

Urgent cases will normally be handled within two (2) working hours.

DELIVERY

Unless otherwise agreed, Products in stock ordered before 16:00 shall be shipped same day to the delivery address as set out in the Purchase Order. If the Product is not in stock, delivery shall take place no later than the Delivery Date stated in the order confirmation.

Unless otherwise agreed, Delivery time for all deliveries is 1 day.

COMMUNICATION

The Suppliers telephone and e-mail support must be open Monday to Friday 8:00 to 16:30, and as specially agreed on end-of-month/quarter/year.

The Supplier shall provide one e-mail address, where all inquiries can be sent.

The Supplier must, within four (4) hour, answer all emails received from Atea.

The Supplier must warn Atea the same business day about all known SLA breaches. The warning must include an action plan to solve the issue.

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