

# Supplier Terms & Conditions

## 4PT 2022

These terms and conditions apply while there has been no other written agreement made between 4PT ApS CVR. 4114 1549 and supplier.

These terms and conditions will also apply to other agreements, e.g., development or service agreements, between the same parties, even if purchase has not taken place. The buyer's own delivery and purchasing terms and conditions do not imply any obligations for 4PT, unless 4PT has accepted them in writing.

### § 1: General terms

The supplier as prescribed in this document pertains to all companies and individuals that fall within the definition of a supplier as set out in this document. This includes organizations that are operating as an extension of 4PT under legal authority as service providers to the Company.

As Suppliers and Service providers of 4PT you shall conduct your business operations according to the laws and regulations. Conduct your business in full compliance with environmental laws and statutes when it comes to the handling of hazardous material, air emissions, waste products, wastewater discharge. This includes the transportation, storage, disposal, and release of these waste products and materials into the environment.

Supplier shall confirm that environmental and work conditions is under control regarding no child labour is used, and human rights is observed and respected at any time. Supplier is responsible for obtaining all applicable regulatory approvals necessary to permit to market.

### § 2: Offers, Order confirmation and delivery time

If a written offer is sent, it is only binding for 4PT if it is accepted in writing. Supplier shall, after receipt of order from 4PT, provide 4PT ApS with order confirmation within 2 working days.

Within 4 working days after receiving order from 4PT ApS, supplier shall confirm delivery date. Delivery date shall be firm and can only be change or postponed after written agreement with 4PT.

Immediately after shipment of the order, Supplier shall provide 4PT Track & trace on e-mail: sales@4PT.dk. If 4PT suffers any loss in regarding to delay caused by Supplier, Supplier

### § 3: Project ownership

All projects presented from 4PT ApS to supplier shall be registered by supplier as 4PT's Exclusive project non-whatsoever. All requests to supplier from these customers shall be redirected to 4PT ApS.

### § 4: Prices & Payment terms

Prices given are inclusive of packaging, but exclusive of VAT and shipping costs. Unless otherwise agreed, 4PT ApS pays the shipping costs. Supplier provides credit line at minimum 30 days' net.

### § 5: RMA & Warranty

Suppliers provide minimum 18-month warranty on all goods from shipping date. Warranty repairs covers repairs or replacement of defective components. Complaints should be made in writing immediately after receipt or, if regarding a less noticeable defect, immediately after this has been. Returned goods shall be agreed in writing. Warranty repairs are made upon shipping of the product to supplier. Supplier will pay the return delivery costs of the repaired product. Defects that may arise because of 4PT ApS or any third party's intervention, are not covered by the warranty. If 4pt suffers losses because of the supplier's negligence, the supplier is obliged to pay the loss suffered by 4PT. This also applies to the replacement of any products that have been lost. However, this does not apply to situations brought up on Supplier by force majeure such as war, pandemics, and natural disasters.

### § 6: Confidentiality, non-disclosure & Jurisdiction

The Supplier and their staff must observe unconditional nondisclosure of information concerning the circumstances of co-signers and others in possession of information in connection with the deliveries, services, development, etc.

According to the current standard terms and conditions, court cases will be decided at the District Court in Horsens or the High Court of Western Denmark if the case in question is within the domain of the High Court of Western Denmark.

Current conditions for the delivery of goods apply until changed by 4PT ApS. We assume no responsibility for printing or other errors.