

1 Definitions

As used in these Danish Naval Vessels General Conditions of Purchase, the following terms shall have the following meaning:

“**COC**” means Certificate of Conformance.

“**COO**” means Country of Origin.

“**Contract**” means (i) an agreement in writing between Danish Naval Vessels and Supplier for delivery of Deliverables, and in which a reference is made to these Danish Naval Vessels GCP, or (ii) an agreement constituted by a Purchase Order.

“**Counterfeit Deliverables**” means Deliverables that are or contain items (parts or material) misrepresented as having been designed and/or produced under an approved system or other acceptable method (such as, but not limited to, a copy, imitation or substitute that has been represented, identified, or marked as genuine without legal right or authority to do so). The term also includes approved Deliverables that have reached a design life limit or have been damaged beyond possible repair but are altered and misrepresented as acceptable. The term does not include items, which have been refinished, upscrewed or uprated and have been identified and accepted by Danish Naval Vessels as such.

“**Customer**” means a person or entity other than Danish Naval Vessels operating as a buyer (buying from Danish Naval Vessels) or an end-user of Deliverables.

“**Day**” means a calendar day according to the Gregorian calendar.

“**Deliverables**” means Equipment, Software, Documentation and all other items as specified in the Purchase Order or ancillary thereto, which are to be delivered to Danish Naval Vessels under these Danish Naval Vessels GCP.

“**Danish Naval Vessels**” means Danske Flådeskibe K/S.

“**Danish Naval Vessels GCP**” means these Danish Naval Vessels **General Conditions of Purchase**.

“**Documentation**” means user manuals, installation manuals, technical manuals, drawings and other descriptions or presentations used for the purpose of testing, certification, use, sale or support of the Deliverables.

“**DRC Countries**” means Democratic Republic of the Congo and adjoining countries.

“**Equipment**” means any hardware item, including embedded software, to be delivered to Danish Naval Vessels under these Danish Naval Vessels GCP.

“**Intellectual Property Rights**” means inventions, patents, patent applications, trademarks, service marks, trade names, domain names, registered designs, unregistered design rights, copyrights, know-how, trade secrets and rights in confidential information, and all and any other intellectual property rights, whether registered or unregistered, and including all applications and rights to apply for any of the same.

“**Parties**” means Danish Naval Vessels and Supplier collectively.

“**Party**” means either of the following: Danish Naval Vessels or Supplier.

“**Purchase Order**” means a written document issued by Danish Naval Vessels to Supplier in which Danish Naval Vessels orders from Supplier specified Deliverables.

“**Software**” means all software provided by Supplier in machine-readable, object, printed or interpreted form.

“**Supplier**” means the person or entity to whom Danish Naval Vessels has issued a Purchase Order.

2 Scope

2.1 Unless otherwise expressly stated in the Purchase Order or agreed in writing between the Parties all Purchase Orders placed by Danish Naval Vessels with Supplier shall be governed by these Danish Naval Vessels GCP, irrespective of

whether any reference hereto has been made in any Purchase Order, Purchase Order confirmation or elsewhere.

3 Purchase Order/Purchase Order Confirmation

3.1 Only Danish Naval Vessels's Purchase Order in writing shall be considered binding on the Parties. Supplier shall return a Purchase Order confirmation to Danish Naval Vessels within the deadline stipulated in the Purchase Order or, in the absence of such deadline, within seven (7) Days from Supplier's receipt of the Purchase Order. Any terms or conditions proposed or referenced by Supplier in the Purchase Order confirmation or elsewhere, and which are inconsistent with or in addition to the Purchase Order and/or these Danish Naval Vessels GCP, shall be void and of no effect unless specifically agreed to by Danish Naval Vessels in writing at Danish Naval Vessels's sole discretion. Unless otherwise expressly stated in the Purchase Order, these Danish Naval Vessels GCP, together with any referenced annexes, attachments or other documents, constitute the final expression of the entire agreement and supersedes any prior written or oral agreement between the Parties on the subject matter addressed therein.

3.2 Agreement by Supplier to furnish the Deliverables or any part thereof, or its commencement of such performance, or acceptance of any payment concerning such Deliverables or part thereof, shall constitute acceptance by Supplier of the Purchase Order subject to these Danish Naval Vessels GCP.

3.3 In the event that the Purchase Order does not state price or delivery date(s), Danish Naval Vessels will not be bound by any price or delivery date to which it has not specifically agreed in writing.

4 Delivery and Acceptance

4.1 Unless otherwise agreed in writing, all Deliverables shall be delivered DAP (INCOTERMS 2020) to the address(-es) specified in the Purchase Order. Supplier shall be responsible for ensuring proper and safe packaging of materials hereunder. No charges will be allowed for packaging, crating, freight, local cartage, and/or any other services unless so specified in the Purchase Order.

4.2 Acceptance of the delivery shall not occur until the Deliverables as well as all required Documentation have passed inspection in accordance with Danish Naval Vessels procedures. Danish Naval Vessels has the possibility to postpone the agreed delivery time with up to twelve (12) weeks without any extra cost.

4.3 All Deliverables including packaging material shall be marked by Supplier in accordance with Danish Naval Vessels's marking instructions (if any).

4.4 Delivery dates are specified in the Purchase Order. Delivery dates may vary for individual parts of the Deliverables comprised by the individual Purchase Order. Unless otherwise specified, delivery dates are in reference to the date cf. clause 4.1.

4.5 All Deliverables shall be accompanied by the following documentation:

- Pro-forma invoice
- COC (if required)
- COO (if required)
- Bill of Lading/Air Way Bill, as appropriate
- Packaging list
- Export license (where applicable)

4.6 Upon Danish Naval Vessels's request, Supplier will provide complete and accurate information about which export control applies to the Deliverables (if any). This information must be provided in a format provided by or acceptable to Danish Naval Vessels and must include the export control classification and other relevant export control restrictions (if any) that may apply to the Deliverables.

5 Delays

5.1 Supplier shall immediately notify Danish Naval Vessels in writing in case of any actual or anticipated delay in Supplier's

performance of the Purchase Order. Such notice shall include a proposed revised schedule, but such notice and proposal or Danish Naval Vessels's receipt or acceptance thereof shall not constitute a waiver of Danish Naval Vessels's rights and remedies hereunder.

5.2 Any failure to deliver in accordance with the agreed delivery dates shall be considered significant, irrespective of whether only part of the Deliverables is affected. In case of delay, Supplier shall pay liquidated damages in the amount of two (2) percent per initiated week of delay calculated on the basis of the total purchase price of the Purchase Order concerned. The total amount of liquidated damages per Purchase Order cannot exceed ten (10) percent of the total purchase price of said Purchase Order. Danish Naval Vessels may offset any amount due as liquidated damages against any payment due to Supplier.

5.3 Supplier's payment of liquidated damages shall not relieve Supplier from its obligation to perform and shall not exclude Danish Naval Vessels from claiming additional damages or costs reasonably incurred by Danish Naval Vessels as a result of the delay, to the extent that such damages or costs exceed the amount collected as liquidated damages.

6 Warranty

6.1 For a period of thirty-six (36) months from delivery (see Clause 4.1), or for such longer period as Supplier may offer, Supplier warrants that save for normal wear and tear the Deliverables shall continue to meet all applicable specifications, be free from defects in workmanship, materials, and design and comply with all other requirements of the Purchase Order. Supplier further warrants that the performance of work and services pursuant to the requirements of the Purchase Order shall conform to high professional standards. Supplier shall have in place quality assurance processes to identify defects and implement corrective actions.

6.2 Notwithstanding Clause 6.1 and to the extent Deliverables are not manufactured pursuant to detailed designs or specifications furnished by Danish Naval Vessels, the warranty period for defects related to the design or construction principles of the Deliverables shall be five (5) years from date of delivery.

6.3 Without prejudice to any other remedy available to Danish Naval Vessels by law, Supplier shall, at Supplier's sole cost and expense (including – but not limited to – dismantling and transportation costs), initiate immediate remedial action by repairing or replacing the defective or non-conforming part of the Deliverables. Failing this within a reasonable period of time not to exceed thirty (30) Days, Danish Naval Vessels may, at its sole discretion, and in addition to being entitled to full compensation, terminate the Purchase Order, repair or replace, or have repaired or replaced by a third party, the defective or non-conforming part at the sole cost of Supplier or demand a proportional reduction in the purchase price. Full compensation shall include any loss, damage, or expense whatsoever that Danish Naval Vessels may suffer from breach of any of these warranties.

6.4 Danish Naval Vessels may require that any remedial action be carried out on-site where the defective supply is being used (by Danish Naval Vessels or a Customer), and with due consideration to Danish Naval Vessels's and/or the Customer's on-going business.

6.5 Repaired and/or replaced parts shall be subject to the remaining of the original warranty period, however not less than twentyfour (24) months after acceptance of repair and/or replacement by Danish Naval Vessels.

6.6 When carrying out its obligations under the Purchase Order, Supplier shall procure all required licenses/permits, and pay all fees, and other required charges, and shall comply with all applicable guidelines and directives of any local, state and/or governmental authority. Furthermore, Supplier shall provide access to (i) Supplier's areas of facilities used for the Deliverables, and (ii) any related documentation, to Danish

Naval Vessels, the Customer and/or any governmental authority upon request.

7 Counterfeit Deliverables

7.1 Supplier shall not deliver Counterfeit Deliverables to Danish Naval Vessels under any Purchase Order. Supplier shall only purchase new and authentic items (parts and material) to be delivered or incorporated as Deliverables to Danish Naval Vessels directly from the Original Manufacturer (OM)/Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OM/OCM/OEM authorized distributor chain. Parts and materials for Deliverables shall not be acquired from independent distributors or brokers unless approved in advance in writing by Danish Naval Vessels.

7.2 Supplier shall immediately notify Danish Naval Vessels if Supplier becomes aware or suspects that he has furnished Counterfeit Deliverables. When requested by Danish Naval Vessels, Supplier shall provide OM/OCM/OEM documentation that authenticates full traceability of the affected items to the applicable OM/OCM/OEM including the manufacturer's product code and batch identification.

7.3 This Clause 7 applies in addition to any quality provision, specification, statement of work or other provision included in the Purchase Order addressing the authenticity of Deliverables. To the extent such provisions conflict with this Clause 7, this Clause 7 shall take precedence.

7.4 In the event that Deliverables constitute or include Counterfeit Deliverables, such Deliverables shall be impounded by Danish Naval Vessels and will be disposed of as further instructed/determined by Danish Naval Vessels. Supplier shall, at its sole expense, promptly replace such Counterfeit Deliverables with genuine Deliverables conforming to the requirements of the Purchase Order. Notwithstanding any other provision in the Purchase Order or these Danish Naval Vessels GCP, Supplier shall be liable for all costs relating to the removal and replacement of Counterfeit Deliverables, including without limitation Danish Naval Vessels's costs of removing Counterfeit Deliverables, of installing replacement Deliverables and of any testing or requalification necessitated by the reinstallation of Deliverables after Counterfeit Deliverables have been replaced. The remedies contained in this paragraph are in addition to any remedies that Danish Naval Vessels may have at law or pursuant to other provisions of the Purchase Order or these Danish Naval Vessels GCP.

7.5 Supplier shall include the substance of this Clause 7 in all agreements with its lower tier suppliers.

8 Business Relationship Code of Conduct

8.1 Supplier shall comply with the principles and legal requirements of the Danish Naval Vessels Business Relationship Code of Conduct available here: <https://danskeFladeskibe.dk/om-omt/dps-csr/> which lists the minimum expectations and requirements set forth regarding human rights, anti-corruption and the environment. Supplier may, at its option, decide to do so by having in place and complying with its own Code of Conduct or similar set of business principles, provided that such represent a set of business ethics requirements as least as exacting as the Danish Naval Vessels Business Relationship Code of Conduct.

8.2 Supplier shall respect universally recognized human rights, as described in the International Bill of Human Rights, including the core labor rights from the International Labour Organisation's Declaration on Fundamental Principles and Rights at Work. Supplier shall refrain from adversely impacting the rights of others and address any human rights impacts of its operations. Supplier shall adhere to regulations prohibiting human trafficking and comply with all applicable laws in the country or countries in which it operates. Supplier shall educate employees on prohibited trafficking activities and discipline employees found to have violated applicable laws or rules. Supplier shall comply with the requirements of FAR 52.222-50, Combatting Trafficking in Persons if Supplier is delivering under a U.S. Government contract (whether directly or indirectly).

8.3 Supplier shall comply with the anti-corruption and anti-bribery laws, directives, and regulations that govern operations in the countries in which Supplier operates as well as with global anti-corruption laws.

8.4 Supplier shall not engage in corruption or corruptive practices and should take reasonable measures to ensure that subcontractors, agents or other third parties, subject to its control or determining influence, do not engage in such practices.

8.5 Supplier shall comply with all relevant local, regional and national environmental laws and regulations, including the European Union REACH and RoHS directives where applicable, as well as all requirements for environmental licenses and permits. Supplier represents that the Deliverables do not and will not incorporate any material banned by the EC REACH regulations, nor will they incorporate any material identified as Substances of Very High Concern as restricted by the EC REACH regulations save and except where such materials have been specifically listed in the Purchase Order.

8.6 If Supplier causes any severe adverse impact on human rights or the environment or engages or becomes involved in or charged with any corruptive behavior, it must promptly notify Danish Naval Vessels in writing.

8.7 Supplier shall ensure that its employees are aware of their contribution to product or service safety.

9 Conflict Minerals

9.1 Supplier recognizes, consistent with the public policy underlying enactment of the conflict minerals provisions of EU-regulation 2017/821 cf. U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act and other applicable laws and regulations, the significant legal and non-legal risks associated with sourcing e.g. tin, tantalum, tungsten and/or gold ("Conflict Minerals") from DRC Countries. Supplier hereby declares that to the best of his knowledge and belief, the Deliverables do not contain Conflict Minerals.

9.2 Supplier will use protocols, standards and procedures that meet or exceed reasonable country of origin inquiry procedures as described in relevant laws and regulations and following from best practices developed by industry in order for Supplier to undertake due diligence of its supply chain, as necessary, to determine if Conflict Minerals are incorporated into the Deliverables.

9.3 Supplier shall assist Danish Naval Vessels with any request for information, material declaration, certification, or other similar document as Danish Naval Vessels may reasonably request in order to identify the sources and amount of all material and substances contained in the Deliverables and to ensure that Deliverables and Supplier comply with this Clause 9.

10 Miscellaneous

CE Marking

10.1 Supplier represents that it will deliver the Deliverables in full conformance to EU directives and national implementing regulations relating to CE marking, including without limitation, supplying the necessary declarations of conformity.

Foreign Object Damage/Debris (FOD) Prevention

10.2 Supplier shall develop and maintain a Foreign Object Damage/Debris (FOD) Prevention Program to prevent introduction of foreign objects into any item delivered under the Purchase Order, such program to include controls to preclude FOD or contamination at Supplier's sub-tier sources. Unless otherwise specified in the Purchase Order, the program shall use National Aerospace Standard 412 (NAS-412), Foreign Object Damage/FOD Prevention, as a guideline.

Notification

10.3 Supplier shall promptly notify Danish Naval Vessels in writing upon discovering or having reason to believe that Supplier or any Deliverable fails to comply with the obligations in Clauses 8 through 10. The obligations contained in Clauses 8 through 10 constitute material representations by Supplier upon which Danish Naval Vessels will rely, from issuance of a

Purchase Order and until complete performance thereof. Danish Naval Vessels shall have the right to terminate for default any and all Purchase Orders issued to Supplier in the event Supplier submits any false, inaccurate or incomplete information, or fails to provide any necessary or required information with regards to any of the obligations listed in Clauses 8 through 10, and Supplier shall fully indemnify Danish Naval Vessels for any and all damages and losses incurred as a result of such action or omission by Supplier.

11 Price and Payment

11.1 Prices shall be firm fixed and in accordance with applicable unit prices or standard rates agreed between the Parties, unless otherwise stipulated in the Purchase Order. The unit prices will not be subject to escalation unless otherwise agreed in writing. Where prices cannot be derived from previously agreed unit prices or standard rates, Supplier is required to submit a written quotation within seven (7) Days from Danish Naval Vessels's written request, such quotation to be valid for a period of not less than sixty (60) Days unless otherwise specified by Danish Naval Vessels.

11.2 Payments shall not constitute acceptance of the Deliverables, nor shall it be interpreted as a waiver of any right or remedy available to Danish Naval Vessels under these Danish Naval Vessels GCP.

11.3 Each invoice shall refer to the applicable Purchase Order no. and shall specify in sufficient detail the Deliverables covered by the invoice.

11.4 Prices are inclusive of all taxes; duties; imposts; levies; license fees and payments but exclusive of European Union Value Added Tax.

11.5 Deliverables can be invoiced after completed and accepted delivery. Payment terms are current month + sixty-five (65) Days from date of correct and undisputed invoice. Payments in advance/on account shall not be acceptable, unless agreed in writing, and shall, at Danish Naval Vessels's sole discretion, be subject to Supplier presenting an on-demand advance payment guarantee on terms acceptable to Danish Naval Vessels.

11.6 Danish Naval Vessels is entitled to deduct from any amount due to Supplier any amount for which Supplier is liable to Danish Naval Vessels.

12 Danish Naval Vessels Owned Material

12.1 Any Danish Naval Vessels Property located at Supplier's premises or otherwise in the possession of Supplier shall at all times be clearly marked as the property of Danish Naval Vessels by labels or other markings which shall not be easily removable. Danish Naval Vessels Property shall be stored and kept separate from other identical material and Supplier shall keep written records showing that the Danish Naval Vessels Property is present, in the agreed quantities, functioning and in good condition. Danish Naval Vessels shall be entitled to inspect such records and the Danish Naval Vessels Property at any time, subject to a reasonable notice in advance. Save from normal wear and tear, Supplier is liable for the cost of replacement of the Danish Naval Vessels Property if it is lost or damaged for any reason while in Supplier's possession. Supplier shall keep the Danish Naval Vessels Property sufficiently insured at replacement value and Danish Naval Vessels shall be entitled, upon request, to be named beneficiary under such insurance. Danish Naval Vessels is entitled to receive documentation of sufficient insurance upon request. Upon termination or expiration of the Contract, for any reason, or at any time deemed necessary by Danish Naval Vessels, Danish Naval Vessels may require that the Danish Naval Vessels Property is returned to Danish Naval Vessels.

13 Product Liability

13.1 Supplier shall indemnify and hold harmless Danish Naval Vessels from and against any and all claims imposed on and any and all costs incurred, or losses suffered by Danish Naval Vessels as a result of any actual or latent product liability originating from the Deliverables. Costs shall include all costs incurred by Danish Naval Vessels as a result of Danish Naval

Vessels repairing or replacing, or having repaired or replaced by a third party, any Deliverable or part thereof with the purpose of mitigating or reducing any actual or latent product liability. Supplier undertakes to take out and maintain a product liability insurance to adequately cover such liability. Danish Naval Vessels may at any time request Supplier to provide such documentation as may be necessary to certify that an appropriate and valid product liability insurance policy is in force.

14 Proprietary Rights and Non-disclosure

14.1 Unless otherwise expressly agreed to in writing by Danish Naval Vessels;

14.1.1 all Documentation supplied to Danish Naval Vessels by Supplier shall be disclosed to Danish Naval Vessels on a non-proprietary basis and may be used and/or disclosed by Danish Naval Vessels without restriction, unless Danish Naval Vessels has executed a separate agreement restricting the use and disclosure of such Documentation;

14.1.2 all such material and information, including but not limited to technical data, hardware, software, written documentation, etc. which is (i) supplied to Supplier by Danish Naval Vessels or (ii) obtained, generated or developed by Supplier in the performance of the Purchase Order or paid for by Danish Naval Vessels shall be proprietary to Danish Naval Vessels, shall be used by Supplier only for purposes of performing the Purchase Order, and shall not be disclosed to any third party without Danish Naval Vessels's express prior written consent. All such material and information shall be promptly provided to Danish Naval Vessels on request or – at the latest – upon delivery of the Deliverables, and

14.1.3 all Intellectual Property Rights first made or conceived by Supplier in the performance of the Purchase Order or which is derived from or based on the use of information supplied by Danish Naval Vessels, cf. Clause 14.1.2, shall be considered to be the property of Danish Naval Vessels; and Supplier shall execute such documents necessary to perfect Danish Naval Vessels's title thereto. Unless otherwise expressly agreed to by Danish Naval Vessels in writing, any work performed pursuant to the Purchase Order which includes any copyright interest, shall be considered a "work made for hire".

14.2 Supplier shall have the obligation to properly safeguard and maintain any material or information furnished by Danish Naval Vessels to Supplier, cf. Clause 14.1, and shall be responsible for all loss or damage to said material and information except for normal wear and tear.

14.3 Supplier shall not be entitled to publish any information on Purchase Orders or shipments of Deliverables to Danish Naval Vessels without the prior written approval of Danish Naval Vessels.

15 Indemnification

15.1 Supplier agrees to indemnify and keep indemnified Danish Naval Vessels against any and all liability for loss, damages, costs (including costs of any settlement), compensation, or expenses arising out of the infringement by Danish Naval Vessels or Danish Naval Vessels's representatives of any Intellectual Property Right in the Deliverables, provided always that the use of such Intellectual Property Right by Danish Naval Vessels was in accordance with the terms of the Purchase Order.

15.2 Without derogating from Supplier's indemnification obligations hereunder, Supplier, at his sole expense and as further instructed by Danish Naval Vessels, shall either:

- replace or modify the infringing part of the Deliverables so that the same is no longer an infringement of the Intellectual Property Right; or
- procure for Danish Naval Vessels the right to continue using the Deliverables.

15.3 This indemnity is conditional upon Danish Naval Vessels giving Supplier notice without undue delay in writing of any claim being made or action threatened or brought against Danish Naval Vessels and on Danish Naval Vessels permitting Supplier at Supplier's expense to conduct any litigation or negotiation that may ensure a settlement of the claim.

16 Inspection and Retention of Records

16.1 All material and workmanship to be provided or performed by Supplier may be subject to inspection and test at all reasonable times and places by Danish Naval Vessels, Danish Naval Vessels's authorized representatives or the Customer (at any tier) before, during and after delivery and performance. Danish Naval Vessels may require Supplier to repair, replace, re-perform or reimburse the purchase price of rejected Deliverables or Danish Naval Vessels may accept any Deliverable and upon discovery of non-conformance, may reject or keep and rework, or have reworked by a third party, any such Deliverable not so conforming. Cost of repair, rework, replacement, inspection, transportation, repackaging, and/or re-inspection by Danish Naval Vessels shall be at Supplier's reasonable expense. Danish Naval Vessels's acceptance of Deliverables shall not be deemed to affect Danish Naval Vessels's rights hereunder or be final or binding on Danish Naval Vessels if latent defects, fraud, or misrepresentation on the part of Supplier exists.

16.2 If any inspection or test is made on the premises of Supplier or Supplier's lower-tier subcontractors or suppliers, Supplier shall furnish without additional charge all reasonable facilities, information and assistance necessary for the safe and convenient inspection and tests required by the inspectors in the performance of their duties. The foregoing provisions of this Clause 16.2 are supplementary to and not in lieu of the provisions of Clause 16.1 above.

16.3 Danish Naval Vessels's failure to inspect does not relieve Supplier of any responsibility to perform according to the terms of the Purchase Order.

16.4 For a period of ten (10) years from the last delivery made by Supplier hereunder, or such longer period as may be instructed by Danish Naval Vessels, Supplier must retain complete records related to the Purchase Order. Such records include, but are not limited to, financial, proposal, procurement, specifications, production, inspection, test, quality, shipping and export, and certification records. At no additional cost, Supplier shall timely provide access to such records to Danish Naval Vessels upon request.

17 Export and Sanctions Compliance

17.1 Supplier shall comply with any and all applicable export and sanctions laws and regulations and represents that it maintains an effective export compliance program in this regard.

17.2 Supplier shall obtain and maintain all export licenses or authorizations and permits necessary for the timely performance of the Purchase Order. All related fees incurred shall be deemed to be included in the prices applicable to each delivery.

17.3 Where a failure of Supplier to comply with his obligations pursuant to Clause 17.2 is due to governmental acts or omissions (including changes in governmental policy), beyond the control or reasonable expectation of Supplier, the consequences of which Supplier could not be reasonably expected to avoid or overcome, the failure will constitute a force majeure event for which the provisions of Clause 19 will apply. Any other failure of Supplier to comply with his obligations pursuant to Clause 17.2 will constitute a default in which event Danish Naval Vessels shall have the rights afforded to Danish Naval Vessels in Clause 20.

17.4 At Danish Naval Vessels's request, but in no event later than when returning the Purchase Order confirmation, Supplier shall provide Danish Naval Vessels with all the following information in writing (and, if so required by Danish Naval Vessels, in a format provided by Danish Naval Vessels):

- if any part of the Deliverables is subject to export control under the jurisdiction of Supplier's country or the jurisdiction of any other country, including but not limited to, the United States export control regimes; and if so
 - a detailed listing of all such jurisdictions together with information about the applicable export control regulation(s);
 - if subject to US Export Administration Regulations (EAR) the applicable Export Control Classification Number (ECCN);
 - if subject to US International Traffic in Arms Regulations (ITAR) the applicable US Munitions List (USML) category;
 - if subject to any other or additional export control regulations, information about any applicable classification or license type; and
 - a copy of the appropriate and authorized export license(s) approval(s), as such export licenses shall approve the export(s) to Danish Naval Vessels and/or one or more end-users as designated by Danish Naval Vessels.

17.5 Supplier warrants that all the information furnished pursuant to Clause 17.4 is true and accurate. Supplier is liable towards Danish Naval Vessels for any false statement or material omission made in connection with the aforementioned.

18 Offset

18.1 Any and all Purchase Orders may be applied by Danish Naval Vessels in support of Danish Naval Vessels's offset obligations as further determined by Danish Naval Vessels in its sole discretion. All offset benefit credits resulting from the Purchase Order are the sole property of Danish Naval Vessels to be applied to offset programs of its choice. Supplier agrees to assist Danish Naval Vessels in securing appropriate offset credits from the respective country government authorities.

18.2 Supplier agrees to support the verification of any and all local content in the Deliverables and of offset credits as required by Danish Naval Vessels and to provide such of its records and documentation relating thereto as Danish Naval Vessels may reasonably request from time to time in order to support Danish Naval Vessels's claims for such credits. Supplier shall not without the prior written consent of Danish Naval Vessels dispose of any such record or documentation until ten (10) years from Supplier's last delivery under the Purchase Order. All such records and documentation shall furthermore, at all reasonable times during the aforementioned retention period, and within thirty (30) Days of being notified, be open to verification, inspection and examination by Danish Naval Vessels and/or the respective country government authorities, who may make copies thereof and take extracts therefrom.

19 Force Majeure

19.1 Neither Danish Naval Vessels nor Supplier shall be liable for any failure to perform due to any cause beyond their reasonable control and without their fault or negligence ("Force Majeure"). Such causes include, but are not limited to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, terrorism, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. Should Danish Naval Vessels's ability to complete deliveries (of which Supplier's Deliverables form part) to a Customer be prevented or affected due to the Customer suffering any of the causes mentioned above this shall also be considered a Force Majeure event under these Danish Naval Vessels GCP. In the event that a Party's performance of its obligations under a Purchase Order is hindered, delayed or adversely affected by a Force Majeure event, then said Party shall so notify the other Party's authorized representative in writing without undue delay and in any event within ten (10) Days from the date on which the Party became aware or ought to have become aware of the Force Majeure event and, at Danish Naval Vessels's option, the Purchase Order shall then be completed with such adjustments as are reasonably required by the existence of Force Majeure or be terminated without any liability to either of the Parties for any damage, expense or loss incurred in connection with such termination.

20 Termination for Default

20.1 In addition to any other remedy available to Danish Naval Vessels under these Danish Naval Vessels GCP, Danish Naval Vessels may terminate the Purchase Order with immediate effect in case Supplier is or becomes in material default of its obligations under the Purchase Order.

20.2 Events of material default by Supplier shall include – but not be limited to –

- Supplier being in delay in performing the Purchase Order in excess of five (5) Days;
- Supplier being unable to provide sufficient documentation, cf. Clause 17;
- any order being made for the bankruptcy, liquidation or winding up (or any similar judicial process) of Supplier or Supplier entering into any composition or arrangement with its creditors or having a receiver or manager appointed of all or any part of its assets or undertakings or taking or suffering any similar action in consequence of a debt.

20.3 In case Supplier violates the Danish Naval Vessels Business Relationship Code of Conduct (see Clause 8), Danish Naval Vessels reserves the right to treat such violation as a material breach of the Purchase Order allowing Danish Naval Vessels the rights afforded to Danish Naval Vessels in Clause 20.1.

21 Termination for Convenience

21.1 Danish Naval Vessels may terminate the Purchase Order without cause by providing Supplier thirty (30) Days written notice and Supplier shall then cease production and/or work pursuant to the Purchase Order and take all reasonable steps to minimize costs incurred. Such termination shall not affect Danish Naval Vessels's obligation to pay for any completed deliveries up to the date of termination and Danish Naval Vessels shall in addition pay Supplier for all demonstrable and reasonable costs incurred by Supplier up to the date of termination together with such other demonstrable and reasonable costs following the date of termination which Supplier, using reasonable endeavors, cannot cancel or otherwise mitigate and which cannot be absorbed by other contracts which it is performing.

22 Notification of Non-Conformity or Engineering Design Error after Delivery

22.1 Notification of Escapement (NoE) Procedure: When a non-conformance is determined to exist, or suspected to exist, in a Deliverable already delivered to Danish Naval Vessels, Supplier shall within two (2) Days of receiving such knowledge or, if the non-conformity is critical to safety of sailing or essential functionality in the Deliverable, immediately provide written notification with supporting documentation to Danish Naval Vessels. The written notification shall include:

- name and numbers of the affected processes or Deliverables;
- description of the non-conforming condition and the affected engineering requirements ((i.e. what it is and what it should be);
- quantities, dates, purchase orders and destinations of delivered shipments;
- suspected/affected serial numbers or date codes and other end-product identifier; and
- specific reference to any previous notifications and previously affected Deliverables in case the non-conforming condition has previously been identified by Supplier or by Danish Naval Vessels.

The written notification and all supporting documentation shall be forwarded within the timeframes stipulated to Danish Naval Vessels's procurement representative.

22.2 Engineering Design Errors: When the Deliverables are for installation on a vessel, Supplier shall notify Danish Naval Vessels within two (2) Days if it is determined or suspected that Deliverables already delivered to Danish Naval Vessels, while meeting the relevant specification, do not meet, or are suspected not to meet, the vessel design requirements. The

notification shall contain all relevant information concerning the actual or suspected discrepancy.

22.3 Where relevant, Supplier shall flow the requirements of this Clause 22 to its suppliers.

23 Governing Law and Arbitration

23.1 Unless otherwise stated herein or in the Purchase Order the following shall apply:

23.2 The Purchase Order, including these Danish Naval Vessels GCP, shall be governed by and interpreted in accordance with the laws of Denmark exclusive its choice of law regulations.

23.3 Any dispute or claim arising out of or in connection with the Purchase Order, including these Danish Naval Vessels GCP, or the breach, termination, or invalidity thereof, shall be settled by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration at the same time when proceedings are commenced. The arbitration tribunal shall be composed of a sole arbitrator. The arbitrator shall be appointed by the arbitration institute. The arbitrator and the legal counsels of the Parties shall be fluent in English. The place of arbitration shall be Aarhus, Denmark. The language of the arbitration shall be English. The decision(s) of the arbitration tribunal shall be final and binding upon the Parties.