



GENERAL PURCHASING TERMS ANDRITZ FEED AND BIOFUEL A/S

February 2021 edition

The following terms and conditions shall exclusively apply to the Buyer's inquiries and purchase orders, except if otherwise agreed in writing. The Buyer shall not be bound by Seller's terms and conditions, unless expressly accepted in writing. Quotations and consultation provided by the Seller shall be without charge to and not binding on the Buyer, but shall be binding on the Seller. The Seller is obliged to collect sufficient information on all details concerning the subject of inquiry or supply.

1. Award of Order

- 1.1 Purchase orders shall only be legally binding if issued on the Buyer's order forms
- 1.2 Preliminary verbal, telephone or fax orders must be confirmed in writing on the Buyer's order form to become valid, unless our order transmitted via fax or electronically contains a note that no written confirmation will follow.
- 1.3 Variations and/or amendments to orders need to be agreed in writing.
- 1.4 The language of the entire correspondence shall be in Danish or English. The shipping documents, delivery notes, invoices, and all related documents must be issued in Danish or English.

2. Order acknowledgement

The Seller must return to the Buyer the order acknowledgement, which is enclosed with the order form, bearing his legally binding signature, immediately after receipt and in no case later than 3 days after receipt.

3. Prices

- 3.1 The prices are fixed and shall apply FCA for the goods including packing and preservation delivered to destination, in accordance with INCOTERMS, latest version.
- 3.2 If prices and conditions have not been established in the order but have been left subject to subsequent communication, they shall only become binding after the Buyer's written acceptance.
- 3.3 The goods are to be properly packed in perfect condition for transport. Packing material can be returned at Seller's cost and risk. Pallets will not be exchanged.





4. Delivery Date

4.1 The delivery date stipulated - arrival at destination - must be met. If the goods are delivered before the stipulated date with our express consent, the periods related to the delivery date shall not begin until the delivery date originally agreed upon.

4.2 The Buyer shall be entitled to charge the Seller a penalty in the amount of 2% (1 % for documentation) of the total order value for each week, or parts thereof, of a delay in delivery.

Unconditional acceptance and/or payment of all or part of the goods/services supplied shall not be construed as waiver of the penalty payment. The Seller waives the right to have the amount of the penalty mitigated by a court of law or an arbitration court.

4.3 Should it become impossible to meet the delivery date due to force majeure or supplementary instructions issued by the Buyer, this must be notified in writing without delay, or else requests to extend the delivery date cannot be considered. If a justified claim is made to extend the delivery date, the new delivery date must be agreed in writing. Penalised dates which have been postponed are again penalised.

4.4 Force majeure shall be such inevitable circumstances as could not have been foreseen by the contractual partner invoking force majeure at the time of signing the contract and which prevent him from fulfilling his contractual obligations. War, earthquakes etc. shall be considered events of force majeure. Strikes, severe weather conditions, manufacturing defects, casting rejects, bottlenecks in procurement, delayed deliveries from suppliers, etc., will not be considered force majeure.

5. Dispatch Regulations

5.1 Unless otherwise agreed in writing, the goods shall be supplied with transport insurance covered by the Buyer, duty paid if Seller is based in a country of the EU and duty unpaid if Seller is based outside the EU, to destination, i.e.

- FCA in accordance with INCOTERMS, latest version.

And with no charge for packing. The transport risk shall principally be borne by the Seller, with the requirement that he must load, stow and, if necessary, pack the goods in a responsible and expert manner in line with the following stipulations for transport and handling.

5.2 Any dispatch instructions that the Buyer issues must be strictly observed; any damage or costs attributable to dispatch regulations or conditions not being observed (e.g. extra freight, demurrage, customs duties) shall be borne exclusively by the Seller. If there are no dispatch regulations or conditions, the cheapest and most favourable means of shipping and delivery for the Buyer are to be used. Dispatch through a forwarding agent always requires the Buyer's consent; if this form of dispatch is used, the Buyer's dispatch regulations and the order number must be handed over to the forwarding agent so that he can pass these on to the carrier, if any.



- 5.3 The dispatch note must be sent to the Buyer immediately on departure of each consignment. A packing slip and dispatch note are to be packed with the consignment itself. The following information must be indicated on the dispatch note and on the package: the Buyer's complete order number and item number, contents, consecutive number of the package, usual markings, gross and net weights as well as dimensions of the package. Labelling requirements must be observed.
- 5.4 When supplying goods duty unpaid, the relevant customs documents, and, if necessary, certificates of origin, movement and identification certificates, etc., must be sent along with the goods.
- 5.5 In case of oversized consignments, the Seller must inform the Buyer about the shipment in detail (packaging, dimensions and weights) as soon as possible but not later than 6 weeks prior to the dispatch.
- 5.6 If dispatch documents are not issued according to the order, the Buyer shall be entitled to return the consignment at the Seller's expense and/or to reimbursement of the ensuing additional costs.

6. Rejected Goods/Missupplies

The Buyer reserves the right to demand either a replacement of the goods or reimbursement of any payments made for any rejects or missupplied goods that are returned at Seller's expense and risk. Transport for the replacement goods and for the return of missupplied goods shall be at the expense and risk of the Seller.

7. Acceptance

- 7.1 Legally effective acceptance of the goods does not take place until our entire supply has been checked at the final customer's works, even if arrival of the Seller's goods has been confirmed and/or the invoice has been paid. Accordingly, we reserve the right to give notice of defect of the goods at a later date.
- 7.2 If the supply does not comply with the terms agreed, the conditions customary in trade or with safety regulations, the Buyer shall be entitled to withdraw immediately from the order and to procure replacement at the expense of the Seller.
- 7.3 If inspections by the Buyer are foreseen, the cost of such inspections shall be borne by the Seller except for the Buyer's and/or third party's personal expenses. If these inspections have to be repeated for reasons attributable to the Seller, any cost ensuing from these inspections shall be borne by the Seller.

8. Guarantee

- 8.1 The Seller shall guarantee that the design and manufacture of the goods supplied are correct and in accordance with the latest technology as well as with their intended application; he shall



provide a guarantee for design, material, workmanship, the guaranteed features, functioning, efficiency and capacity as well as for the materials being perfect and complete, for a period of two years of operation (also for multi-shift operations). The Buyer shall be entitled to choose whether the Seller shall replace all parts which become unusable, defective or damaged within this period free of charge (including dismantling and re-installation costs) at the installation site, without delay and at the Seller's own risk, or whether he shall compensate any damage or loss resulting from the goods being unusable, defective or damaged.

In urgent cases the Buyer shall be entitled to carry out repairs or to replace the goods himself or to arrange for a third party to do so at the expense of the Seller. If the goods are exchanged or repaired, the full guarantee commences with new start-up.

- 8.2 The Seller undertakes to provide spare and wear parts for a period of up to 10 years after delivery at market prices and customary delivery times.
- 8.3 In accepting the order, the Seller expressly states that no third party has any rights, in particular proprietary rights, regarding the subject of the supply. He undertakes to hold harmless and indemnify the Buyer should a third party assert its rights in respect of the subject of the supply and to fully compensate the Buyer for any damage or loss suffered.

9. Cancellation / Suspension

- 9.1 **Cancellation**
The Buyer is entitled to cancel the contract either partially or completely without any fault on the part of the Seller.
In such case the Buyer shall be obliged to pay the Seller the contract price pro rata supplies and services already provided and in addition, to pay the direct cost for supplies and services in progress for which proof can be furnished as well as for cancellation of orders placed with sub-contractors.
Upon receiving notification of cancellation, Seller shall be obliged to keep the costs the Buyer is to refund as low as possible. All and any additional claims for whatever legal grounds are excluded.
- 9.2 **Insolvency**
The Buyer is entitled to cancel an order immediately, if bankruptcy, conciliation or similar proceedings are filed or initiated regarding the Seller's assets. The Buyer shall be free at any time to take over the materials purchased for his order, engineering services or parts on which work has been started at customary prices.
- 9.3 **Suspension**
The Buyer has the right to request that the Seller suspend the work on the contract at any time. The Seller shall in this case point out the possible consequences to the Buyer and shall offer the most economical modification of the schedule. The Seller shall not make any claims if the suspension does not exceed 3 months.



10. Invoicing

All invoices are to be addressed to ANDRITZ FEED AND BIOFUEL A/S, Esbjerg and presented in good, machine-readable quality in one copy if not stipulated otherwise. The order number and item numbers, and all other order and dispatch data, must be indicated in the invoice. For services, the relevant proofs must be attached to the invoices. A separate invoice shall be made out for each order. The Buyer reserves the right to return any invoices that do not conform to these requirements. In this case, no invoice shall be considered to have been submitted until a rectified invoice is presented.

11. Payment

11.1 Unless otherwise agreed, payments shall be made net within 60 days and receipt of the invoice. Should a notice of defects be necessary for the supply, payment shall not be due until the defect has been satisfactorily remedied. The supply shall be deemed incomplete in the event of the agreed documents and/or certificates not having been submitted by the payment date, and payment shall be postponed until the documents are provided.

11.2 Assignment of claims or reservation of title shall not be made without our prior written consent.

11.3 If a partial payment is made by the Buyer, the Seller undertakes to use this money for payment to third parties for the materials required for manufacture of the goods. These shall be considered materials provided by the Buyer.

12. Order Documentation

12.1 The information contained in our enquiries or orders, the attached drawings and drafts as well as patterns and other expedients shall remain the Buyer's property and may not be used elsewhere without its written consent; they must be returned with the offer or after the order has been executed without any request having to be made by the Buyer. All drawings, calculations and other, especially technical, documentation prepared by the Seller in connection with the fulfilment of the contract will pass into the Buyer's ownership and the Seller may not use them for any other purpose than the execution of the order. The order must not be used for advertising purposes, including specialised publications, unless the Buyer gives its written consent thereto. The Seller is not entitled to name a plant as his reference, even if the Seller provides a considerable portion of the components. The order and all information, documentation, etc., pertaining to it must be treated confidentially and as the Buyer's trade secrets and must not be passed on to third parties. The Seller shall be liable for damages in the event of a breach of this provision.

12.2 Any annexes to the order of a technical or commercial nature shall form an integral part of the order.

12.3 In the event of a contradiction in the documents constituting the order documentation, the following order of precedence shall apply:



1. Wording of the purchase order
2. Special technical and/or commercial conditions and their enclosures
3. These General Purchasing Terms

13. Place of Performance/Severability/Jurisdiction/Applicable Law

- 13.1 The place of performance for payment shall be the residence of ANDRITZ FEED AND BIOFUEL A/S, Esbjerg.
- 13.2 Should any provision be or become null and void, this shall not affect the validity of the remaining clauses.
- 13.3 Any dispute arising out of or in connection with the contract, including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration administered by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The arbitral tribunal shall be composed of three arbitrators. The place of arbitration shall be Copenhagen. The language to be used in the arbitral proceedings shall be Danish or English, at the Buyer's choice.

At the Buyer's choice, any dispute can also be settled by the competent court of Esbjerg.

- 13.4 The applicable law is the substantive law of Denmark. The application of the UN-Convention on Contracts for the International Sale of Goods and the conflict of law rules shall be excluded.

14. ANDRITZ Supplier Code of Conduct and Ethics

The Seller herewith confirms that:

- He has received and read a copy of the ANDRITZ Supplier Code of Conduct and Ethics ("Supplier Code"), which is published on the ANDRITZ web site at www.andritz.com;
- He undertakes to comply with the Supplier Code and agrees that it shall form the basis of present and future business with ANDRITZ (ANDRITZ AG and its affiliates);
- This Supplier Code shall form part of any agreement entered into between the supplier and any ANDRITZ company, regardless of whether it is expressly incorporated into the contract by reference or not;
- He shall be held responsible for ensuring compliance with the Supplier Code by his employees, company representatives, as well as subcontractors and any business partners that the supplier is using to supply products and/or services when doing business with ANDRITZ.

ANDRITZ reserves the right to terminate the business relationship or contract in the event of a major breach of the rules laid down in the Supplier Code. The supplier will hold harmless and



indemnify ANDRITZ from and against damages arising out of a breach of the Supplier Code.

15. General

- 15.1 Any materials provided by the Buyer shall remain our property and may not be used for any other purpose. This reservation of title also applies in the event of the materials being processed.
- 15.2 The Seller shall notify major subcontractors to the Buyer and seek its approval to use them. The Buyer and/or its customers shall be entitled at any time during normal business hours to inspect the processing and/or manufacturing progress of the order.
- 15.3 The Buyer or the end customer are entitled to inspect the manufacturing of the goods at any time during normal business hours.
- 15.4 Any change in the company structure, the company name, the company's representatives, the initiation of insolvency proceedings or a similar proceeding must be immediately notified to the Buyer per registered mail.
- 15.5 The Buyer shall be entitled at any time to take over any material which has been purchased for the execution of the order, any engineering or parts already manufactured at usual market prices.

16. Export control

The contractor shall be obligated to obtain all required export licenses, in particular for the export of the object of the contract to the country of the end customer, associated with the contract at his own expense. The contractor shall guarantee the complete delivery of the object of the contract at the point in time at which the order is placed and shall guarantee that there are no legal or other barriers to the fulfillment of the contract. The contractor shall inform the customer of any new export bans or limitations in good time after the conclusion of the contract and shall present alternative variants free of charge as early as possible.

The contractor undertakes to report to the customer upon placing of the order if the shipment contains goods listed in the DUAL-USE list (COUNCIL REGULATION (EC) No 428/2009) or if it is subject to authorization according to the Foreign Trade Act, the Safety Concept or other export permissions (always as amended), as well as the US-export, the US-re-export and the US embargo laws. The Contractor is under obligation to disclose the HS Code (8-digit customs tariff number), the ECCN number (Export Control Classification Number) and the AL-number.

The contractor must notify the customer without delay if the goods were not subject to an export authorization or were not included in the DUAL-USE list at the time the order was placed, but have in the meantime become subject to authorization or were admitted to the DUAL USE LIST. This also applies if the contractor has learned of other obstacles or restraints to export.

In the event of a re-export or forwarding the goods, the customer complies with all foreign trade law provisions worldwide (see bullet point 4 of the ANDRITZ Code of Conduct and Ethics) and is in principle not obliged to provide the Contractor with an End-Use certificate (EUC).