

**GENERAL PURCHASE CONDITIONS** of ALUnited Denmark A/S (Status January 2024)

ALUnited and the Supplier hereinafter referred to individually as a "Party" and collectively as the "Parties"

1. **PARTIES**

1.1 This agreement, including its Appendices, ("Agreement") has effect from 01.01.2024 ("Effective Date").

2. **PURPOSE OF THE AGREEMENT**

2.1 ALUnited is an experienced and highly specialised international supplier of aluminium components and solutions for the industry in general and, in particular, for the international automotive industry (the "Automotive Industry").

2.2 The Supplier is an experienced and highly specialised supplier of the Goods. The Supplier is perfectly aware of the demands and requirements of the Automotive Industry, in particular in terms of quality, costs, and deadlines.

2.3 The Agreement is an agreement covering ALUnited's purchase of Goods from the Supplier under Contracts.

2.4 The Goods, which will be ordered under the Agreement, are primarily to be used by ALUnited within the Automotive Industry.

3. **DEFINITIONS**

3.1 The following terms will have the stated meanings:

"**Agreement**" has the meaning given to it in clause 1.1.

"**Affiliate**" means an Undertaking which is Controlling a Party, which is controlled by a Party, or which is under common control with a Party.

"**Affected Party**" means the Party claiming occurrence of Force Majeure.

"**Appendix**" means an appendix to the Agreement.

"**Business Day**" means any day on which commercial, physical banks in Denmark are generally open for business.

"**Closed Order**" has the meaning given to it in clause 5.1.

"**Confidential Information**" means commercial, financial, scientific, engineering and technical data, know-how and other information, including information related to pricing and participation in tenders, disclosed by or on behalf of the Party and/or an Affiliate of that Party, to the other Party, including the contents of the Agreement, irrespective of whether the information is: (i) disclosed orally, visually or in writing (including electronic transfer and by any media); (ii) observed during visits to the facilities of the disclosing Party; and/or (iii) identified or stamped as "confidential" or labelled with a comparable label; however, excluding information which: (a) at the time of its disclosure was already in the possession of the receiving Party, provided that possession is not a result of a disclosure from a third party that was under an obligation to the disclosing Party to keep the information confidential; (b) after the time of its disclosure is obtained by the receiving Party from a third party that was not under an obligation to the disclosing Party to keep the information confidential; (c) after the time of its disclosure has been independently developed by one or more individuals for or on behalf of the receiving Party who have not had access to the information from the disclosing Party; and/or (d) has become publicly available other than as a result of breach of an obligation under the Agreement.

"**Confirmation**" means the Supplier's written acceptance of a Purchase Order.

"**Contract**" means the agreement made when ALUnited has received a Confirmation.

"**Control**" means direct and/or indirect control, and an Undertaking is directly or indirectly controlled by another Undertaking if the latter Undertaking directly or indirectly owns: (i) more than half of the issued capital of the first mentioned Undertaking; and/or (ii) more than half of the voting rights attached to the issued capital, and "Controlled" and "Controlling" will be construed accordingly.

"**Defect**" means: (i) a defect, failure or malfunction or fault in the Goods with respect to material and/or workmanship of the Goods; and/or (ii) non-compliance with the Specifications of the Goods, and "Defective" will be construed accordingly.

"**Defect Notification Period**" means the period that commences upon Delivery of the first Good and ends after Delivery of the last Good.

"**Defect Warranty**" has the meaning given to it under clause 12.1.

"**Delivery**" means the date on which the Goods are delivered in accordance with the terms of Delivery and in the quantity stated in the relevant Contract.

"**Effective Date**" has the meaning given to it in clause 1.1.

"**EOP**" means the end of production.

"**Force Majeure**" means an event or circumstance: (i) which is beyond the Affected Party's reasonable control; (ii) which the Affected Party could not reasonably have provided against before entering into the Agreement; (iii) which, having arisen, the Affected Party could not reasonably have avoided or overcome; and (iv) which is not substantially attributable to the Non-Affected Party.

"**Goods**" means each product (i.e. each item number) stated in Appendix 1, and reference to Goods also covers Replacement Products.

"**Intellectual Property**" means legally recognised protectable intellectual property rights, e.g. patents, invention rights, utility models, copyrights, corporate names, trade names, trademarks, industrial design rights and applications for one or more of the foregoing.

"**Non-Affected Party**" means the Party other than the Affected Party.

"**Notice**" means a written instrument sent by a Party to the other Party, in which the former Party: (i) informs the other Party of a relevant matter under the Agreement; (ii) makes a claim, assertion, demand, request or reservation of a right or remedy under the Agreement; or (iii) otherwise exercises a right under the Agreement, and "Notify" will be construed accordingly.

"**Open Order**" has the meaning given to it in clause 5.1.

"**Purchase Order**" means ALUnited's order of Goods.

"**Replacement Product**" means Goods which are not Defective but equivalent to the Defective Goods, and which are provided by the Supplier to ALUnited to remedy a Defect in accordance with the Agreement.

"**SOP**" means the start of production.

"**Specifications**" means the specifications of the Goods attached to the Agreement in Appendix 1 and/or those specifications and requirements which are attached to or described in a Purchaser Order.

"**Third Party Rights**" means any type of legal charge and security interest (including any created by law), mortgage, pledge, lien, encumbrance, retention of title or other security agreement or arrangement, in each case in favour of a third party.

"**Undertaking**" means a company or other body corporate (whether limited by shares), partnership or unincorporated association carrying out a business or trade.

#### 4. INTERPRETATION

4.1 The following interpretation principles apply to the Agreement: (i) words indicating the singular also include the plural, and words indicating the plural also include the singular; (ii) provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing; (iii) "written" or "in writing" means hand written, type written, printed or electronically made, and resulting in a permanent record (including e-mails); (iv) "include" or "including" means include or including, but not limited to; (v) if a period is specified as from a given day, or from the day of an act or event, it will be calculated excluding that day; (vi) a reference to a time of day is a reference to Central European Time (CET); and (vii) no unsigned drafts of the Agreement will be valid and neither Party may rely on those drafts for the construction of the Agreement.

#### 5. CONTRACTS

5.1 ALUnited may issue Purchase Orders to the Supplier. The Purchase Orders may either be for an unlimited period of time ("Open Order") or for a limited period of time ("Closed Order"). Orders shall be made by e-mail, fax, or any electronic means that has been agreed upon. The Supplier shall respond to a Purchase Order by either rejecting the Purchase Order or issuing a Confirmation. The Supplier shall respond accordingly within 3 Business Days from ALUnited's issue of the relevant Purchase Order. If the Supplier fails to respond within this deadline, the Supplier will be deemed to have issued a Confirmation. ALUnited reserves the right to cancel an order in case of absence or non-conformity of the acknowledgment of receipt.

- 5.2 Contracts will be subject to and governed by the Agreement. The Parties may agree on certain deviations from the Agreement in relation to specific Contracts. Those deviations will only apply if they are included in the relevant Contract and expressly stated as a deviation from the Agreement. In case of conflict between a Contract and the Agreement, the Contract will prevail, however, subject to this clause 5.2.
- 5.3 The Supplier's general or specific terms and conditions for sale and delivery and/or other deviations to ALUnited's Purchase Order, whether quoted as a part of the Supplier's tender documents or as part of the Confirmation, will be regarded as non-existent for the purposes of the Agreement and the relevant Contract, irrespective of whether ALUnited has responded to those terms and conditions or deviations.
- 5.4 The Supplier has undertaken a supply commitment, according to which the Supplier shall be able to supply, sell and deliver a minimum quantity of Goods. The minimum quantity of Goods which the Supplier must be able to supply, sell and deliver to ALUnited per calendar year, as well as the minimum and maximum quantities to be supplied per week and month is stated in Appendix 1.
- 6. DELIVERY TERMS & CONDITIONS**
- 6.1 If not otherwise agreed the Supplier shall deliver the Goods in accordance to Appendixes 1 to 5 and in accordance to provided demand planning. The detailed demand planning shall be provided by ALUnited via EDI (e.g. DELFOR, ASN, DELJIT etc.) or by email in exceptional cases. Thus, the Supplier shall neither deliver less nor more than that quantity and without Defects.
- 6.2 The Supplier shall deliver the Goods in compliance with the Automotive Industry's standards and customary practices from time to time, as well as with laws, regulations, and standards in force from time to time concerning health, safety, environmental protection, and labour laws, in particular in each of the countries, where the supplies are manufactured, and where the vehicles, in which they are used, are sold. The Supplier shall hold harmless and defend ALUnited from and against any claims arising out of breach of these provisions and shall bear all direct and indirect losses arising out of breach of these provisions, in such a way that ALUnited shall never suffer any losses due to the Supplier's non-compliance.
- 6.3 The Supplier shall deliver the Goods in compliance with the Logistics Agreement in Appendix 5 and all other documents which govern the relations between ALUnited and the Supplier in connection with the Goods and which are complementary to this Agreement, in particular the drawings, specifications, list of requirements, etc.
- 6.4 At ALUnited's first request, the Supplier undertakes (i) to make any modification to the Goods, (ii) to provide all information about the Goods or the Contract, and (iii) to attest to the country of origin of the supplies and the composition of what is used in the Goods.
- 6.5 The Supplier shall not modify the Goods in any way, in particular by changing its components, materials, the process(es) used for it, or its place of manufacture without prior written approval of ALUnited, within the meaning given in the ALUnited quality procedures and by customary rules and practices in the Automotive Industry.
- 6.6 In order to permanently maintain the competitiveness of both the Goods and ALUnited's products in which the Goods are used, the Supplier agrees to implement measures to increase productivity continuously. The minimum level of annual productivity for the supplied Goods shall be established by mutual agreement.
- 6.7 If not otherwise agreed ALUnited shall perform a visual, ransom and non-destructive inspection of the Goods without undue delay after Delivery according to the Quality Agreement (Appendix 4).
- 6.8 If not otherwise agreed in Appendix 5 the title to the Goods free from Third Party Rights passes to ALUnited at Delivery. The Supplier bears the risk of loss of the Goods until Delivery, and the risk of loss of the Goods passes to ALUnited at Delivery.
- 6.9 If the Supplier becomes aware or suspects that the Goods will not be delivered on the agreed delivery date, the Supplier shall Notify ALUnited without undue delay. The Supplier shall state the cause and expected length of the actual or potential delivery delay in the Notice. However, the Notice will neither relieve the Supplier of its obligations under the Agreement nor limit or prevent ALUnited from invoking its remedies under the Agreement.
- 6.10 If the Goods are not delivered on the agreed delivery date, the Supplier shall: (i) Notify ALUnited of a later reasonable date on which delivery will take place or can be expected to take place (considering the cause of the delay); Subject

to clause 15, ALUnited has the right to claim for damages unless the delay is caused by Force Majeure or ALUnited's negligence.

**7. PRICE AND PAYMENT**

- 7.1 ALUnited shall pay the purchase price for the Goods according to the mutual price agreement which is based on a cost breakdown provided by the Supplier and as stated in Appendix 1.
- 7.2 The prices indicated in the order are exclusive of taxes. General price increases up to the delivery time can only be imposed on ALUnited if they are provided for in a Contract. Unless otherwise agreed, the prices are fixed as stated in 7.1. Pending price increases must be communicated to ALUnited in writing at least 12 weeks before the intended time of the change and the reasons must be given in detail. Price increases are only deemed to have been agreed if they have been approved in writing and signed by ALUnited. Price increases are only effective if they have been made with the written consent of ALUnited. The prices are to be determined before the order is placed. If, in exceptional cases, prices are not fixed in advance, they must be specified by the supplier in the acceptance of the order and are only deemed to have been agreed if ALUnited agrees to them in writing. In these cases, ALUnited is expressly entitled to withdraw from the order.
- 7.3 Unless the Parties expressly have agreed otherwise in the relevant Contract, upon Delivery, the Supplier shall invoice the purchase price for the Goods purchased under a Contract. Invoices must include all the details shown on the Purchase Order which allow the Goods to be identified and checked, including the Purchase Order number, and must comply with ALUnited's reasonable invoicing requirements. The invoice must mandatorily be sent to the address shown on the face of the Order and to the following e-mail address ([invoices@alunited.dk](mailto:invoices@alunited.dk)).
- 7.4 ALUnited shall pay invoices that comply with clause 7.3 within 90 Business Days net from receipt of the invoice if not otherwise agreed in Appendix 1. If the last day of that period is not a Business Day, the invoice must be paid on the next Business Day. If ALUnited disputes an invoiced amount, ALUnited shall pay to the Supplier the undisputed amount of the invoice at the applicable due date. When paying an invoice, ALUnited may deduct amounts which the Supplier shall pay in accordance with the Agreement, and which are due.

**8. PROPERTIES OF THE GOODS**

- 8.1 The Specifications and main properties of the Goods shall be as set out in Appendix 1. The Supplier shall diligently check the completeness and accuracy of all descriptions, specifications, drawings, other documents and samples, models or other tangible material delivered by ALUnited to the Supplier. The delivery of such material by ALUnited to the Supplier shall neither in any way limit the responsibility nor the liability of the Supplier to deliver the Goods in compliance with the aforementioned description of the properties of the Goods and otherwise free from design defects, defects in materials or defects in workmanship, fit for the purpose expressly or impliedly made known to the Supplier by ALUnited or for which goods of the same description would ordinarily be used and in compliance with all applicable laws, rules, regulations, standards, and guidelines.

**9. DELIVERY OF DOCUMENTATION, MARKETING/LABELLING OF THE GOODS AND PACKAGING**

- 9.1 Together with the Goods and otherwise as requested by ALUnited, the Supplier shall deliver to ALUnited free of costs and charges all such declarations of performance, certifications, marking (including CE-marking, if relevant), test reports and other relevant information or documentation about the Goods and their performance. The Supplier shall maintain and upon request make available to ALUnited any test results, factory control system documentation and other relevant documentation that prove compliance with this clause 9.1.
- 9.2 If not otherwise agreed in Appendix 5 the Supplier shall ensure that Goods that require special packaging or a particular way of handling / manipulation shall carry necessary and appropriate markings on the packaging, allowing accident free unloading and storage. The Supplier shall at all times and irrespective of ALUnited having specified certain requirements regarding the packaging of the Goods, remain liable for the Goods being contained and packaged in a manner adequate to preserve and protect the Goods.
- 9.3 Any non-compliance with any of clauses 9.1 and 9.2 shall be deemed to be a Defect to the relevant Goods.

**10. QUALITY MANAGEMENT CONTROL REQUIREMENTS AND OUTGOING / INCOMING INSPECTION**

- 10.1 The Supplier shall have a methodical quality management system in place at least comparable to the ISO 9000 series and in particular to ISO 9001-2015 and IATF standard to ensure the fulfilment of adequate quality

requirements. The Supplier recognises that quality control shall be planned, described, and carried out in a way, which will ensure that the high-quality requirements of ALUnited are met. Upon ALUnited's request, the Supplier shall be obliged to promptly provide its documentation in connection with the quality control system for the Goods to ALUnited free of costs and charges of any kind.

- 10.2 When performing the quality control as required by clause 10.1, the Supplier shall be responsible for consistently taking out representative samples and conducting tests and measurements according to regulatory requirements and the applicable standards and as set out in the material specifications of ALUnited in Appendix 1, including any ALUnited test instructions.
- 10.3 The Supplier shall perform preventive quality management and necessary inspections to secure zero Defects in the Goods.

#### **11. INSPECTIONS & AUDITS**

- 11.1 ALUnited and its designated representative may conduct quality audits and inspect the Goods, the manufacture of the Goods and/or the Supplier's compliance with the Agreement in the relevant facilities and laboratories of the Supplier by giving the Supplier at least 72 hours' Notice. During the inspection, the Supplier shall free of costs and charges of any kind provide the documentation, samples and non-written documentation and access reasonably requested by ALUnited unless the Supplier is prohibited from providing the documentation and/or access due to documented duties to third parties or in accordance with applicable law. The information received or detected by ALUnited during an inspection will be considered Confidential Information. ALUnited may be accompanied by a third party (e.g. a customer of ALUnited) during inspections.

#### **12. DEFECTS**

- 12.1 Subject to clause 12.2, the Supplier warrants ("Defect Warranty"): (i) that the Goods will be free from Defects at Delivery (=change of ownership according to agreed incoterm); and (ii) that the Supplier will be liable for Defects which ALUnited becomes aware of during the Defect Notification Period.
- 12.2 The Supplier will not be liable for a Defect if the Defect: (i) is caused by a repair or modification by ALUnited or by ALUnited's customer which is not performed in a workmanlike manner; (ii) is caused by the negligence of ALUnited; (iii) should have been detected during the inspection in accordance with clause 6.7; (iv) was not Notified in accordance with clause 12.3 or within the Defect Notification Period; or (v) was not present in the Goods at Delivery.
- 12.3 ALUnited shall Notify the Supplier of a Defect without undue delay after ALUnited has become aware of the Defect.
- 12.4 Complaints regarding any Defect or hidden Defect can be made as soon as they are discovered, even after receipt of the Goods. For any Defect and non-conformity, ALUnited reserves the right to refuse the Goods and return them at the supplier's expense. In addition, ALUnited reserves the right to undertake by itself or by a third party, the compliance of the goods, at the expense of the supplier.

#### **13. REMEDY OF DEFECTS**

- 13.1 If ALUnited Notifies the Supplier of a Defect in accordance with clause 12.3, and if the Supplier is liable for the Defect in accordance with clause 12, the Supplier shall at the Supplier's cost and risk without undue delay deliver a Replacement Product DDP (Incoterms 2020) to a location agreed with ALUnited, and the Supplier shall not invoice ALUnited the cost incurred by the Supplier for that Replacement Product.
- 13.2 If the Supplier does not deliver the Replacement Product without undue delay, ALUnited may Notify the Supplier of this and give the Supplier a fixed reasonable period to deliver the Replacement Product. If the Supplier does not deliver the Replacement Product within that fixed period, ALUnited may by Notice to the Supplier terminate the relevant Contract with respect to the Defective Goods and demand that the Supplier shall credit ALUnited the purchase price for the Defective Goods.
- 13.3 Subject to clause 15, the Supplier will be liable to ALUnited for the costs, losses and damages incurred by ALUnited in relation to a Defect according to the Quality Agreement stated in Appendix 4

#### **14. INDEMNIFICATION**

- 14.1 Subject to clause 15, the Supplier shall be liable for and indemnify and hold harmless ALUnited against and from the costs, losses and damages incurred by ALUnited as a result of: (i) loss of or damage to property (i.e. both real property as well as Goods/Goods) owned, leased, and/or in ALUnited's or a third party's possession if that loss or

damage is caused by the Goods (whether the Goods have been incorporated in or otherwise connected to the damaged property) and the Supplier's negligence; and/or (ii) personal injury (including death or disease) caused by the Goods and the Supplier's negligence.

- 14.2 If a Party becomes aware of a claim likely to give rise to indemnification in accordance with clause 14.1, this Party shall Notify the other Party thereof without undue delay. Upon the other Party's receipt of such Notice, the Parties shall cooperate in investigating the event, circumstances, or incident. If the Supplier shall indemnify ALUnited in accordance with clause 14.1 as a result of a claim from a third party, the Parties shall cooperate in the defence against such claim, and a Party shall not settle such claim unless the Parties agree to the settlement.

**15. LIABILITY**

- 15.1 The Supplier will be liable to ALUnited for the costs, losses and damages incurred to ALUnited as a result of the Supplier's negligence or breach of the Agreement.

**16. INSURANCE**

- 16.1 From the Effective Date and until 10 years after the last delivery under the Agreement, the Supplier shall maintain a general and product liability insurance: (i) with worldwide coverage for bodily injury and property damage of no less than EUR 10 million per occurrence; (ii) with a limitation of no less than EUR 10 million on the aggregate amount per year.

- 16.2 The insurance must be expanded to cover the responsibility for damages on or losses concerning assets (whether owned by ALUnited or third parties) that the Goods are: (i) made part of, mixed with, incorporated in, joint with, used for packing of or otherwise connected with; (ii) worked up with or used for working up of; or (iii) used for production working up of or handling of. The sublimit under the product liability insurance described in this clause 16.2 may not be less than EUR 10 million.

- 16.3 Upon ALUnited's request, the Supplier shall provide ALUnited with a certificate of insurance evidencing that the insurance complies with this clause 16.

- 16.4 The insurance must be on customary terms prevailing in the applicable insurance market and maintained with a reputable international insurer lawfully carrying out that insurance business.

- 16.5 Whether the Supplier maintains an insurance in accordance with this clause 16 will neither limit nor otherwise affect the Supplier's obligations, liabilities, or risk under this Agreement.

**17. SPARE PARTS**

- 17.1 If not otherwise agreed in Appendix 1 the Supplier undertakes to manufacture and deliver spare parts and aftersales service parts for the components which are used in the Goods during the components' period from SOP to EOP and for a period of 15 years after EOP unless otherwise agreed by the Parties by means of a separate written agreement. Regarding spare parts and aftersales service parts, the Supplier will receive separate orders on or after SOP.

- 17.2 If not otherwise agreed in Appendix 1 the spare part unit price during the relevant series component's service life shall be equal to the series component's price ex works. Price reductions determined for components also apply to identical genuine parts. From delivery of the last component for series production (EOP) to ALUnited or an Affiliate and until three (3) years following 1 January of the year following the delivery of the last component for series production (EOP) to ALUnited or an Affiliate, the last price paid (maximum) for a component in series production will apply to genuine part deliveries, less cost components distributed over the period of series production, provided no separate written agreement has been concluded.

- 17.3 If not otherwise agreed in Appendix 1 after three (3) years following 1 January of the year following the delivery of the last component for series production (EOP) to ALUnited or an Affiliate, the Supplier undertakes to deliver the spare parts and aftersales service parts to ALUnited on reasonable terms and conditions until the expiry of the 15 years' period in order to secure the delivery of spare parts and aftersales service parts also after a potential termination of this Agreement. For this period, the Parties shall negotiate in good faith and use reasonable best efforts to agree separately on the then applicable prices for spare parts and aftersales service parts. Until an agreement has been reached on the prices for spare parts and aftersales service parts, the prices of the last valid delivery schedule ordered by ALUnited to the Supplier shall apply.

- 17.4 If not otherwise agreed in Appendix 1 ALUnited must be notified immediately if it becomes apparent to the Supplier that the Supplier will not be able to comply with the undertakings set out in this clause 17. In such case, the Supplier is obliged, considering any contractually agreed capacity limits, to cover ALUnited's entire foreseeable future demand ("alltime demand") for spare parts during the last 12 months before the cessation of the Supplier's production.
- 18. TOOLING**
- 18.1 The Goods covered by this Agreement are specific products which have been designed in accordance with ALUnited specifications, drawings, plans, instructions, or technical requirements and, more generally, ALUnited's know-how. The Supplier undertakes not to sell the Goods to third parties other than ALUnited, for the entire duration of this Agreement, and for 15 years after its termination if not agreed otherwise in writing with ALUnited.
- 18.2 If ALUnited has paid all or part of the tooling costs, the Supplier shall not be entitled to use the tooling for production of products designated to a third party.
- 18.3 The terms and conditions which apply to the tooling, including ownership, use, maintenance and shifting of tooling, shall be agreed from time to time in a separate Tooling Agreement (Appendix 3).
- 19. FORCE MAJEURE**
- 19.1 If the Affected Party is or will be prevented from performing an obligation under a Contract by Force Majeure, the Affected Party shall Notify the Non-Affected Party of the event or circumstances constituting the Force Majeure and shall specify the obligation, the performance of which is or will be prevented. The Notice must be given without undue delay after the Affected Party became aware of the relevant event or circumstance constituting Force Majeure. If the Notice is not given without undue delay, the relevant event or circumstances will not be deemed Force Majeure until the Notice is given. The Affected Party will be excused from performing the relevant obligation so long as the Force Majeure prevents the Affected Party from performing that obligation. However, the Affected Party shall use reasonable efforts to minimise the impact of the Force Majeure.
- 19.2 The Affected Party shall use its best efforts to eliminate the cause of the relevant event or circumstance and to resume performance of its obligations hereunder with the least possible delay. If the period of disability extends for a period of more than six (6) months in aggregate, the Non-Affected Party may terminate this Agreement with fifteen (15) Business Days' prior written Notice to the Affected Party notwithstanding the termination provisions of this Agreement.
- 20. INTELLECTUAL PROPERTY**
- 20.1 Intellectual Property developed or otherwise created based on Confidential Information disclosed by ALUnited will be owned by ALUnited in full and undivided shares. The Supplier shall not use this Intellectual Property unless ALUnited has accepted in writing the specific use in each case.
- 20.2 ALUnited bears the risk for the Goods' infringement of third parties' Intellectual Property. Thus, ALUnited shall indemnify and hold the Supplier harmless from and against costs, losses, and damages incurred by the Supplier due to the Goods' infringement of third parties' Intellectual Property unless the infringement is caused by the Supplier's manufacturing processes or deviation from the Specifications in a manner which ALUnited was reasonably unable to foresee.
- 21. TERMINATION**
- 21.1 Each Party may terminate the Agreement by Notice to the other Party. Termination of the Agreement in accordance with this clause 21.1 will neither affect Contracts nor the Supplier's obligation to supply, sell and deliver under clause 5.4 and Appendix 1.
- 21.2 A Contract cannot be terminated other than in accordance with clause 21.3. Termination of a Contract in accordance with clause 21.3 will neither affect other Contracts nor the Supplier's obligation to supply, sell and deliver under clause 5.4 and Appendix 1.
- 21.3 Each Party may terminate a Contract by Notice to the other Party: (i) if that Party has materially breached the Agreement or (ii) if Force Majeure has prevented the other Party from performing an obligation under that Contract for more than six (6) months in aggregate.

21.4 Subject to clause 23.11, on the date a Contract terminates in accordance with clause 21.3: (i) each Party's rights and obligations related to the Agreement will immediately cease with respect to that Contract; and (ii) the Supplier shall immediately cease all further work under that Contract.

## **22. CONFIDENTIALITY**

22.1 Subject to clauses 22.2 and 22.3, the receiving Party shall: (i) not use or facilitate use of Confidential Information for any other purpose than the cooperation under the Agreement and the sale of the Goods; and (ii) not disclose Confidential Information to a third party, other than to: (a) its Affiliates; and (b) its consultants, including external lawyers.

22.2 Clause 22.1(ii) will not apply to Confidential Information which the receiving Party is legally required to disclose in accordance with statutory mandatory legislation or by order of a public or governmental authority or a competent court, provided that the receiving Party: (i) without undue delay after becoming aware of the requirement informs the disclosing Party of the requirement in writing; and (ii) discloses only the Confidential Information which it is legally required to disclose.

22.3 The Supplier shall not use Confidential Information disclosed by ALUnited in offers or similar communication to third parties.

## **23. MISCELLANEOUS**

### **23.1 Amendments**

23.1.1 No amendment to or other change of the Agreement will be valid unless it has been made in writing and signed by the Parties. This also applies to an amendment to or other change of this clause 23.1.1.

### **23.2 Assignment**

23.2.1 Subject to clause 23.2.2, each Party shall neither assign and/or transfer: (i) the whole or a part of the Agreement and/or a Contract; nor (ii) that Party's rights and obligations under the Agreement, in each case without the other Party's prior written approval.

23.2.2 ALUnited may assign and/or transfer the whole or a part of: (i) the Agreement and/or a Contract; and/or (ii) ALUnited's rights and obligations under the Agreement, in each case to ALUnited's Affiliates, and upon Notice to the Supplier.

### **23.3 Subcontracting**

23.3.1 If the Supplier subcontracts one or more of its obligations under the Agreement, the Supplier will be liable and bear the risk for the subcontractor's performance.

### **23.4 Entire agreement**

23.4.1 The Agreement constitutes the entire agreement between the Parties with regard to the subject matter of the Agreement, including the purchase and supply of the Goods, and the Agreement supersedes all prior quotations, negotiations, statements, agreements, and undertakings relating to the subject matter of the Agreement, whether written or oral, which will have no effect except to the extent that they are expressly incorporated in the Agreement. Neither Party has been induced to enter into the Agreement in reliance on, nor has neither Party been given any warranty, statement, agreement or undertaking other than as are expressly stated in the Agreement, and, to the extent that either Party has been so induced, the relevant Party unconditionally and irrevocably waives all claims, rights, and remedies which that Party might otherwise have had in relation thereto.

### **23.5 Severability**

23.5.1 If a part of the Agreement is held illegal, invalid, or unenforceable in any jurisdiction: (i) the validity or enforceability in that jurisdiction of the other part of the Agreement, or the validity or enforceability of that part or another part in another jurisdiction will not be affected; and (ii) the Parties shall in good faith negotiate a replacement of that part which will to the nearest extent reflect the original intent of the Parties in a legal, valid, and enforceable way.

### **23.6 Waiver**

23.6.1 The waiver by either Party of a breach or default of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any succeeding breach of the same or other provisions.

### **23.7 Notices**

23.7.1 Notices which imply changes or amendments to this agreement must be provided by an official letter. All other notices may be served by e-mail.

**23.8 Financial standing of the Supplier**

23.8.1 The Supplier shall make available to ALUnited its annual report of the approval of the annual report by the relevant corporate body.

**23.9 Code of Conduct**

23.9.1 The Supplier undertakes the obligation to comply with ALUnited's Code of Conduct applicable from time to time. The version applicable at the signing of this Agreement is attached as Appendix 2. The Supplier confirms by signature of this Agreement its acknowledgement.

**23.10 Use of ALUnited as a commercial reference**

23.10.1 The Supplier shall not be entitled to use ALUnited as a commercial reference without the prior written consent of ALUnited.

**23.11 Surviving clauses**

23.11.1 With respect to a Contract, the provisions of this Agreement and the Appendixes, apart from clauses 19 (Force majeure) and 21 (Termination), will survive, and will thus still apply if that Contract is terminated in accordance with clause 21.

**23.12 Various confirmations**

23.12.1 Each Party confirms that: (i) it has the capacity to enter into the Agreement and to assume its obligations under the Agreement; (ii) it is not a party to an agreement with a third party, which is reasonably likely to adversely affect its own and/or the other Party's ability to perform its respective obligations under the Agreement; (iii) its performance of its obligations under the Agreement will not violate an agreement with a third party to which it is a party; (iv) it is granted no exclusive rights under the Agreement; and (v) its obligations under the Agreement are legal, valid and binding and do neither conflict with laws applicable to it nor with its constitutional documents, and that it is a limited liability company duly organized, validly existing and in good standing.

**23.13 No right of retention**

23.13.1 Each Party shall not retain goods or other assets owned by the other Party, including Confidential Information, for any or no reason (neither as possessory lien nor other similar security).

**24. GOVERNING LAW AND DISPUTE RESOLUTION**

24.1 The laws of Denmark will govern the Agreement and the Contracts, however, excluding the rules on conflict of laws and the United Nation Convention on the International Sale of Goods (CISG).

24.2 If a dispute between the Parties arises out of or in connection with the Agreement, including disputes regarding its existence, validity, breach or termination, the Parties agree to use the following procedure prior to pursuing arbitration:

24.3 A meeting shall be held between the Parties within ten (10) Business Days after a Party alleges a dispute by written notice to the other Party. The meeting shall be attended by managers with decision making authority regarding the dispute to attempt in good faith to negotiate a resolution to the dispute.

24.4 If such meeting is not held within the deadline above, or if within twenty (20) Business Days of such meeting the Parties have not succeeded in negotiating a resolution to the dispute, the Parties agree to submit the dispute to mediation before the Danish Institute of Arbitration, the procedural rules of which are incorporated by reference into this Agreement. There shall be one mediator. The place of mediation shall be Copenhagen, Denmark. The language of the mediation shall be English unless otherwise agreed. The Parties agree to participate in good faith in the mediation and negotiations related thereto for a period of twenty (20) Business Days.

24.5 If the Parties fail in resolving the dispute through the above negotiation and mediation, then each Party may submit the dispute to the exclusive jurisdiction of the Danish Institute of Arbitration in accordance with its procedural rules adopted by The Danish Institute of Arbitration and in force at the time when those proceedings are commenced with the participation of three arbitrators. The place of arbitration shall be Copenhagen, Denmark. The language of the arbitration shall be English unless otherwise agreed.

- 24.6 Nothing in this clause 24 shall be construed to preclude any Party from seeking provisional remedies at any stage of the negotiation, mediation or arbitration proceedings.
- 24.7 All matters concerning dispute resolution, including but not limited to the preparation and the proceedings and the award, are confidential before, during and after the proceedings.
- 24.8 Proceedings concerning annulment of the arbitral award before the courts or enforcement proceedings by means of the courts are confidential before, during and after the proceedings.

#### **APPENDICES**

**Appendix 1:** Project Agreement

**Appendix 2:** Supplier Code of Conduct

**Appendix 3:** Tooling Agreement

**Appendix 4:** Quality Agreement

**Appendix 5:** Logistics Agreement

Appendices form an integral part of this Agreement, with priority given to the most recent version.