

## Bravida Danmark A/S

### General terms and conditions for the procurement of goods November 2025

#### **INTRODUCTORY PROVISIONS**

##### **1. General**

These terms and conditions apply to Bravida Danmark A/S's (Bravida) procurement of goods. The terms and conditions also apply to procurement from Bravida's Group companies. The procuring company is referred to in these terms and conditions as the "client".

The supplier is not granted exclusive rights and Bravida has an unrestricted right to procure similar goods from another supplier. Any new product placed on the market by the supplier shall be subject to the terms and conditions.

##### **2. Basis of agreement**

These general terms and conditions constitute the parties' complete settlement of all matters relating to the procurement. The supplier's terms and conditions of sale and delivery or similar conditions of the supplier shall not apply. This applies irrespective of whether the supplier has submitted such terms and conditions to the client.

##### **Assignment of rights and obligations**

Neither party may assign or pledge, in whole or in part, its rights and obligations under these general terms and conditions without the written consent of the other party.

##### **3. Insurance**

Throughout the term of the agreement, the supplier is obliged to maintain customary professional and product liability insurance with cover of not less than DKK 10,000,000 per claim.

If the supplier uses subcontractors, the supplier is obliged to ensure that the subcontractors meet the above requirements for insurance cover in the same way. The client may require documentation of this.

##### **4. Provision of performance bond**

Unless otherwise agreed, the supplier shall provide a performance bond for an amount corresponding to 10% of the expected average annual contract total. The performance bond shall be maintained until 3 months after the end of the contract period and is not reduced during the period. The performance bond must be provided within 10 working days of the conclusion of the agreement in the form of a bank guarantee or fidelity insurance or some other adequate type of security. If the annual contract total changes significantly, the client may require the performance bond to be adjusted accordingly.

The performance bond serves to satisfy all claims the client has under the contractual relationship.

If the client requests payment under the performance bond, this shall be notified simultaneously to the supplier and the guarantor with a precise specification of the nature and extent of the alleged breach and the size of the amount claimed. The amount claimed must be paid to the client within 10 working days after receipt of the notification unless the supplier has filed a request with the Danish Building and Construction Arbitration Board before then with a view to determining whether the payment claim is justified.

##### **5. Control and monitoring**

The client may monitor the supplier's performance of the agreement.

Monitoring by the client does not relieve the supplier from carrying out its own monitoring and ensuring proper performance of the contract.

The supplier shall continuously provide the client with information on all relevant matters concerning compliance with applicable environmental regulations, as well as occupational and other health and safety regulations of which the supplier becomes aware.

The client may specify requirements for the level of detail and documentation of information.

##### **6. Confidentiality**

The parties undertake not to disclose to third parties any information received within the framework of this agreement that is to be regarded as a trade secret of the other party.

The parties shall also implement the measures necessary to prevent such information from being disclosed to third parties by their employees. This duty of confidentiality applies for three years after the termination of the agreement.

The parties agree that the term "trade secret" includes all information concerning the other party that comes to a party's knowledge, regardless of whether or not the information is considered a trade secret under the Danish Trade Secrets Act.

##### **7. Payment**

Payment terms are current month plus 45 calendar days from receipt of invoice.

The supplier shall submit an invoice within three months of delivery.

Invoices may be sent no earlier than together with the goods.

##### **8. Changes during the agreement period**

Until delivery has been completed, the client shall be entitled to require changes to the agreed scope of delivery as specified herein. If a change concerns the nature or number of goods ordered, the client shall pay or be credited with the increased/reduced price for the change. If the request concerns a postponement of the time of delivery, the supplier shall comply with such change at no additional cost to the client. Other changes shall be agreed between the parties.

##### **9. Technical documentation**

The supplier's product catalogues shall form the basis of all technical documentation for the products.

If the supplier changes the product catalogues during the agreement period, the supplier shall make the new catalogue available along with information about what has changed.

Operating and maintenance instructions

The supplier shall send four sets of operating and maintenance instructions together with the delivery of the products ordered, unless such instructions are available on the Internet, in which case the supplier shall instead provide the exact Internet address where the operating and maintenance instructions can be found. In connection with the requirement for CE marking, all user manuals, declarations of conformity, etc. must be available in Danish in accordance with the Machinery Directive 2006/42/EC.

##### **10. Data requirements**

The supplier shall electronically collect and on request provide data sheets, spare parts lists and inventories for all products in

PDF or WORD format. These must be named in a way that corresponds to the content of the file.

The spare parts list for products and components must contain the Item no./EAN no. and the name of the supplier.

Inventories must be convertible to EXCEL and must as a minimum contain information about the product type, material, Item no./EAN no., price and quantity.

#### **11. Price**

The price of the goods is stated in the supplier's order confirmation.

The price is fixed and is not adjusted.

Prices include any packaging, environmental charges, customs duties, tariffs, taxes, duties, fees, charges and invoicing costs.

The prices also include transport facilities, including pallets, pallet frames, pallet containers and similar transport facilities, and these shall be collected free of charge by the supplier after delivery has taken place. If the transport facilities have not been collected within 14 calendar days of a request from the client, the client is entitled to dispose of or sell the transport facilities. Price changes must be approved in writing by the client in order to be valid.

All amounts are stated exclusive of VAT.

#### **12. Volume**

If the client indicates an expected total purchase volume, this shall be regarded as indicative only and is therefore not binding on the client.

#### **13. Warranty**

The supplier warrants that the delivered goods are free from defects and shall be liable for defects in the goods that are discovered within 5 years of receipt by the client.

If the goods have been delivered for works which require approval through final inspection, the client shall, notwithstanding the above, be entitled to claim against the supplier for defects within a period of 5 years from delivery of the works.

If the supplier uses subcontractors, the client and its customers shall be entitled to assert claims directly against the supplier's subcontractors if it may be considered that claims for defects cannot be enforced against the supplier or can only be enforced with great difficulty. The supplier is obliged to ensure *firstly* that under these circumstances the client and its customers can assert defect claims directly against the subcontractors within 5 years of receipt of the goods, or within 5 years of delivery of the works respectively, see above, and *secondly* that disputes concerning defects in delivered goods can be settled by the Danish Building and Construction Arbitration Board. When using subcontractors or sub-suppliers, the supplier shall ensure that there are no limitations on the liability that the subcontractor or sub-supplier can claim against the supplier.

The supplier warrants that the supplier's services do not infringe the rights of others, including property rights, patents or copyrights.

If a third party raises a claim against one of the parties to the agreement alleging infringement of rights, the party receiving the claim shall notify the other party to the agreement of this claim in writing. The supplier shall then take over the case and assume all related costs and shall be obliged to indemnify the client in all respects.

#### **14. Ordering**

Orders can be placed via the client's purchasing system, the supplier's online shop, or by e-mail or telephone to the supplier's sales office.

No later than 5 working days after placing the order, the supplier shall issue a written order confirmation containing the client's reference string, which shall require approval in writing by the client. Otherwise Bravida is free to cancel the order. The order confirmation can be dispensed with for written orders for which prices have been agreed in advance and which are delivered immediately.

The order confirmation must refer to the information provided in the order. If the contents of the order confirmation deviate from the order, the client shall only be bound by this if the deviation is approved in writing.

Delivery notification shall then be provided to the client stating the client's order number, order letter and relevant quantity in accordance with the client's approval of the supplier's order confirmation.

#### **15. Terms of delivery**

Delivery shall be made "carriage paid" to the place of delivery specified in the order.

The delivery date shall be set by the client for each order. The supplier shall confirm the delivery date in writing to the client when the order is placed.

Any deviation from the delivery time requested by the client must be notified immediately. Otherwise, the client's delivery date shall be deemed approved by the supplier.

If the supplier anticipates a delay in delivery, the supplier shall immediately notify the client, stating both the reason for the delay and the expected duration/extent of the delay.

Notwithstanding the arrival of the goods at the place of delivery, the goods shall not be deemed delivered until the client has inspected and tested them and found them to be in the contractually agreed condition.

Larger quantities or products that require special handling must not be delivered before the agreed delivery date.

The supplier shall be responsible for the goods until the goods have been handed over to the client.

#### **16. Returns**

The client is free to return goods within 15 calendar days.

Thereafter, the client may return goods under the following conditions:

16–90 calendar days: the client may return goods against payment of 15% of the contract value of the returned goods.

90 calendar days: the client may return goods against payment of 20% of the contract value of the returned goods.

Goods that do not fulfil the order requirement or which are otherwise unsorted, lacking specifications, dirty or delivered by another supplier will be returned at the supplier's expense. Goods returned for the reasons above shall be credited in full to the client.

If the client returns non-defective goods, the invoice amount and any return freight shall be credited, unless the supplier collects the goods.

#### **17. Damage in transit**

Any damage in transit must be reported by the client to the supplier without undue delay. The supplier is responsible for reporting any damage to the transport insurance company. The supplier shall make a replacement delivery as soon as possible and no later than one week after the extent of the damage is known.

### **BREACH OF AGREEMENT**

#### **18. Redelivery and remediation**

The client is free to require the redelivery of defective goods as soon as circumstances allow. Consequently, the supplier has no right of remedy on the delivery of defective goods. The client may nevertheless choose to require remediation instead.

Remediation shall take place without undue delay. The supplier shall inform the client of how it intends to remedy the defect. If the supplier fails to comply with its obligations under this provision, the client shall be entitled to have the defect remedied or to make a covering purchase at the supplier's expense. The supplier shall bear all costs associated with the remediation, including any consequential costs – e.g. in connection with the remediation of defects in goods incorporated in a construction project.

#### **19. Proportional reduction**

To the extent that the delivered goods are not as contractually specified and this has resulted in a loss of value which has not been compensated for by replacement or remediation, the client shall be entitled to require a proportionate reduction in the agreed price.

#### **20. Cancellation**

The client may cancel the agreement in the event of material breach by the supplier.

Delays that are not due to force majeure are an actionable wrong.

#### **21. Claims and notice**

Claims must be notified to the supplier in writing and processed by the supplier no later than the next working day.

Payment by the client does not imply that the client has approved the delivery.

#### **22. Compensation**

The supplier shall be liable to pay compensation in accordance with the general rules of Danish law for any loss and any costs incurred by the client as a result of the supplier's breach of the agreement, including as a result of defective and/or delayed delivery.

#### **23. Client's Code of Conduct**

The supplier undertakes to comply with the client's Code of Conduct, which can be found on the client's website [https://www.bravida.se/4a192f/globalassets/6.-supplierspurchasing/en-code-of-conduct-for-suppliers-final\\_low2.pdf](https://www.bravida.se/4a192f/globalassets/6.-supplierspurchasing/en-code-of-conduct-for-suppliers-final_low2.pdf).

The supplier confirms that it has read and is familiar with the terms of the Code of Conduct and undertakes to comply with it in full and to ensure that all its associated companies do the same. The supplier confirms that it and any associated companies will at all times conduct their business and business practices in accordance with these principles and will not violate them, and undertakes to ensure that its direct subcontractors are aware of and comply with the same or essentially equivalent principles.

If the supplier or its subcontractors or associated companies have violated a requirement in the client's Code of Conduct, the client may notify the supplier of this together with information supporting the client's assessment. The client may simultaneously and without further notice announce the suspension of fulfilment of all orders.

If the parties do not reach a mutually acceptable solution to remedy the breach of the requirement in question within 30 days of notification by the client, the client shall have the right to terminate any orders and/or other agreements that the client has concluded with the supplier or an associated company.

The supplier shall indemnify the client against all losses, costs, damages and expenses incurred by the client (and its Group companies) as a result of failure to comply with the client's Code of Conduct by the supplier or its subcontractors or associated companies.

#### **24. Export controls and origin**

At the time of shipment, the supplier shall provide the correct documentation for customs clearance of the delivered goods in accordance with the laws and regulations applied by the exporting and importing countries. In addition, the supplier shall promptly provide all the necessary assistance, information and other documents that the client may need and request regarding any item or component thereof supplied by the supplier to the client. Such documents shall include, but are not limited to, information relating to a clear description, the country of origin, value, weight, preferential status of the content, customs decisions (if any) and technical information.

The supplier shall provide the correct export control documentation for goods (and in some cases components thereof) in accordance with applicable laws and regulations and/or as requested by client; including, but not limited to:

- (i) certificates containing country of origin information for export control purposes,
- (ii) information on applicable export control regulations (including relevant national supplementary lists of licensing requirements) as well as ECCN/ECN codes from the EU or equivalent in other countries; and
- (iii) information on whether the goods are subject to EU, UN, UK, US and/or other national sanctions in the countries where the supplier produces the goods or where the components originate (where relevant).

### **DISPUTES AND CHOICE OF LAW**

#### **1. Expert opinion**

If, in the event of disagreements between the parties or in order to secure the position of the evidence, an expert opinion is required, a request must be submitted to the Danish Building and Construction Arbitration Board. Either party may unilaterally request an expert opinion.

#### **2. Arbitration**

Any dispute between the parties that may arise in connection with this contractual relationship shall be settled by arbitration in accordance with the rules of the Danish Building and Construction Arbitration Board. The decisions of the Arbitration Board are final.

The client is entitled to initiate legal proceedings against the supplier or involve the supplier in a dispute before the ordinary courts if the client so wishes.

#### **3. Choice of law**

The agreement and these terms and conditions are in all respects governed by Danish law without application of legal provisions under international law.

## Bravida Danmark A/S

### General terms and conditions for the procurement of sub-contracts

November 2025

#### **INTRODUCTORY PROVISIONS**

##### **1. General**

These terms and conditions apply to Bravida Danmark A/S's (Bravida) procurement of subcontracts. The terms and conditions also apply to procurement from Bravida's Group companies.

These terms and conditions apply to all agreements entered into between the subcontractor and Bravida. These general terms and conditions shall be considered as an addition to the tender documents.

##### **2. Basis of agreement**

The basis for all agreements is the "General conditions for building and construction works and supplies" (AB18) supplemented with the following additions and deviations.

AB18 Clause 1 Subclause (2) does not apply.

##### **3. Insurance**

The subcontractor shall maintain customary professional and product liability insurance with a minimum sum insured of DKK 10,000,000 per claim. Documentary evidence of the insurance shall be provided on request.

##### **4. Provision of performance bond**

Neither Bravida nor the subcontractor provides a performance bond in accordance with AB18.

##### **5. The subcontractor's liability in case of delay**

No liquidated damages have been agreed. The subcontractor is liable for delay in accordance with the general rules of Danish law.

##### **6. Code of Conduct**

The subcontractor undertakes to comply with Bravida's Code of Conduct, which can be found on Bravida's website [https://www.bravida.se/4a192f/globalassets/6.-supplierspurchasing/en-code-of-conduct-for-suppliers-final\\_low2.pdf](https://www.bravida.se/4a192f/globalassets/6.-supplierspurchasing/en-code-of-conduct-for-suppliers-final_low2.pdf).

The subcontractor confirms that it has read and is familiar with the terms of the Code of Conduct and undertakes to comply with it in full and to ensure that all its associated companies do the same. The subcontractor confirms that it and any associated companies will at all times conduct their business and business practices in accordance with these principles and will not violate them, and undertakes to ensure that its direct sub-suppliers are aware of and comply with the same or essentially equivalent principles.

If the subcontractor or its sub-suppliers or associated companies have violated a requirement in Bravida's Code of Conduct, Bravida may notify the subcontractor of this together with information supporting Bravida's assessment. Bravida may simultaneously and without further notice announce the suspension of fulfilment of all orders.

If the parties do not reach a mutually acceptable solution to remedy the breach of the requirement in question within 30

days of Bravida's notification, Bravida shall have the right to terminate

any orders and/or other agreements that Bravida has concluded with the subcontractor or an associated company.

The subcontractor shall indemnify Bravida against all losses, costs, damages and expenses incurred by Bravida (and its Group companies) as a result of failure to comply with Bravida's Code of Conduct by the subcontractor or its sub-suppliers or associated companies.

## **Bravida Danmark A/S**

### **General terms and conditions for the procurement of services**

November 2025

#### **INTRODUCTORY PROVISIONS**

##### **1. General**

These terms and conditions apply to Bravida Danmark A/S's (Bravida) procurement of services and naturally associated materials (collectively referred to as services). The terms and conditions also apply to procurement from Bravida's Group companies. The procuring company is referred to in these terms and conditions as the "client".

The supplier is not granted exclusive rights and Bravida has an unrestricted right to procure services from other suppliers.

##### **2. Basis of agreement**

These general terms and conditions constitute the parties' complete settlement of all matters relating to the procurement.

The supplier's terms and conditions of sale and delivery or similar conditions of the supplier shall not apply. This applies irrespective of whether the supplier has submitted such terms and conditions to the client.

##### **Assignment of rights and obligations**

Neither party may assign or pledge, in whole or in part, its rights and obligations under these general terms and conditions without the written consent of the other party.

##### **3. Insurance**

Throughout the term of the agreement, the supplier is obliged to maintain customary professional and product liability insurance with cover of not less than DKK 10,000,000 per claim.

If the supplier uses subcontractors, the supplier is obliged to ensure that the subcontractors meet the above requirements for insurance cover in the same way. The client may require documentation of this.

##### **4. Provision of performance bond**

Where agreed, the supplier shall provide a performance bond for an amount corresponding to 10% of the expected average annual contract total. The performance bond shall be maintained until 3 months after the end of the contract period and is not reduced during the period. The performance bond must be provided within 10 working days of the conclusion of the agreement in the form of a bank guarantee or fidelity insurance or some other adequate type of security. If the annual contract total changes significantly, the client may require the performance bond to be adjusted accordingly.

The performance bond serves to satisfy all claims the client has under the contractual relationship.

If the client requests payment under the performance bond, this shall be notified simultaneously to the supplier and the guarantor with a precise specification of the nature and extent of the alleged breach and the size of the amount claimed. The amount claimed must be paid to the client within 10 working days after receipt of the notification unless the supplier has filed a request with the Danish Building and Construction Arbitration Board before then with a view to determining whether the payment claim is justified.

##### **5. Control and monitoring**

The client may monitor the supplier's performance of the agreement. Monitoring by the client does not relieve the supplier from carrying out its own monitoring and ensuring proper performance of the contract.

The supplier shall continuously provide the client with information on all relevant matters concerning compliance with applicable environmental regulations, as well as occupational and other health and safety regulations of which the supplier becomes aware.

The client may specify requirements for the level of detail and documentation of information.

##### **6. Confidentiality**

The parties undertake not to disclose to third parties any information received within the framework of this agreement that is to be regarded as a trade secret of the other party.

The parties shall also implement the measures necessary to prevent such information from being disclosed to third parties by their employees. This duty of confidentiality applies for three years after the termination of the agreement.

The parties agree that the term "trade secret" includes all information concerning the other party that comes to a party's knowledge, regardless of whether or not the information is considered a trade secret under the Danish Trade Secrets Act.

##### **7. Payment**

Payment terms are current month plus 45 calendar days from receipt of invoice. Invoices may be submitted upon completion of the services at the earliest.

The supplier shall submit an invoice within three months of delivery.

##### **8. Changes during the agreement period**

Until the services are completed, the client shall be entitled to require changes to the agreed scope of delivery as specified herein. If a change concerns the nature or scope of services, the client shall pay or be credited with the increased/reduced price for the change. If the request concerns a postponement of the time of delivery, the supplier shall comply with such change at no additional cost to the client. Other changes shall be agreed between the parties.

##### **9. Data requirements**

The supplier shall electronically record and, on request, provide data on the services performed. Certifications, approvals or similar that are linked to or obtained in connection with the performance of the services shall be delivered to the client upon completion of the services. The supplier is not entitled to any retention.

##### **10. Price**

The price of the services is stated in the supplier's order confirmation. The price is fixed and is not adjusted.

The price includes all facilities, materials, driving, transportation, environmental charges, customs duties, tariffs, taxes, duties, fees, charges, and invoicing costs and similar.

Price changes must be approved in writing by the client in order to be valid.

All amounts are stated exclusive of VAT.

##### **11. Volume**

If the client indicates an expected total purchase volume, this shall be regarded as indicative only and is therefore not binding on the client.

##### **12. Warranty**

The supplier warrants that the services are free from defects, are legal and performed to a professional standard and comply with all applicable requirements and standards. The supplier shall be liable for non-fulfilment of the warranty for a period of



2 years from completion, unless the matter is covered by the following provision.

If the services have been delivered for works which require approval through final inspection, the client shall, notwithstanding the above, be entitled to claim against the supplier within a period of 5 years from delivery of the works.

### **13. Ordering**

Orders can be placed via the client's purchasing system, the supplier's online shop, or by e-mail or telephone to the supplier's sales office.

No later than 5 working days after placing the order, the supplier shall issue a written order confirmation containing the client's reference string, which shall require approval in writing by the client. Otherwise Bravida is free to cancel the order. The order confirmation can be dispensed with for written orders for which prices have been agreed in advance and which are delivered immediately.

The order confirmation must refer to the information provided in the order. If the contents of the order confirmation deviate from the order, the client shall only be bound by this if the deviation is approved in writing.

## **BREACH OF AGREEMENT**

### **14. Redelivery**

The client is free to require remediation of defective services. Remediation shall take place without undue delay. The supplier shall inform the client of how it intends to remedy the defect. If the supplier fails to comply with its obligations under this provision, the client shall be entitled to have the defect remedied or to make a covering purchase at the supplier's expense. The supplier shall bear all costs associated with the remediation, including any consequential costs – e.g. in connection with the remediation of defects in services incorporated in a construction project.

### **15. Proportional reduction**

To the extent that a service performed is not as contractually specified and this has resulted in a loss of value which has not been compensated for by remediation, the client shall be entitled to require a proportionate reduction in the agreed price.

### **16. Cancellation**

The client may cancel the agreement in the event of material breach by the supplier. Delays that are not due to force majeure are an actionable wrong and are considered material.

### **17. Claims and notice**

Claims must be notified to the supplier in writing and processed by the supplier no later than the next working day. Payment by the client does not imply that the client has approved the delivery.

### **18. Compensation**

The supplier shall be liable to pay compensation in accordance with the general rules of Danish law for any loss and any costs incurred by the client as a result of the supplier's breach of the agreement, including as a result of defective and/or delayed delivery.

### **19. Client's Code of Conduct**

The supplier undertakes to comply with the client's Code of Conduct, which can be found on the client's website [https://www.bravida.se/4a192f/globalassets/6.-supplierspurchasing/en-code-of-conduct-for-suppliers-final\\_low2.pdf](https://www.bravida.se/4a192f/globalassets/6.-supplierspurchasing/en-code-of-conduct-for-suppliers-final_low2.pdf).

The supplier confirms that it has read and is familiar with the terms of the Code of Conduct and undertakes to comply with it in full and to ensure that all its associated companies do the same. The supplier confirms that it and any associated companies will at all times conduct their business and business practices in accordance with these principles and will not violate them, and undertakes to ensure that its direct subcontractors are aware of and comply with the same or essentially equivalent principles.

If the supplier or its subcontractors or associated companies have violated a requirement in the client's Code of Conduct, the client may notify the supplier of this together with information supporting the client's assessment. The client may simultaneously and without further notice announce the suspension of fulfilment of all orders.

If the parties do not reach a mutually acceptable solution to remedy the breach of the requirement in question within 30 days of notification by the client, the client shall have the right to terminate any orders and/or other agreements that the client has concluded with the supplier or an associated company.

The supplier shall indemnify the client against all losses, costs, damages and expenses incurred by the client (and its Group companies) as a result of failure to comply with the client's Code of Conduct by the supplier or its subcontractors or associated companies.

### **20. Applicable law and export controls**

The supplier is obliged to comply with all rules and laws relating to the performance of the services, including it being the responsibility of the supplier to ensure that the performance and delivery of the services do not violate the regulations on export controls and sanctions that apply at the time of performance. The supplier shall, at the request of the client, provide all the necessary assistance and all the relevant information and other documents that the client may need in relation to the services.

## **DISPUTES AND CHOICE OF LAW**

### **1. Expert opinion**

If, in the event of disagreements between the parties or in order to secure the position of the evidence, an expert opinion is required, a request must be submitted to the Danish Building and Construction Arbitration Board. Either party may unilaterally request an expert opinion.

### **2. Arbitration**

Any dispute between the parties that may arise in connection with this contractual relationship shall be settled by arbitration in accordance with the rules of the Danish Building and Construction Arbitration Board. The decisions of the Arbitration Board are final.

The client is entitled to initiate legal proceedings against the supplier or involve the supplier in a dispute before the ordinary courts if the client so wishes.

### **3. Choice of law**

The agreement and these terms and conditions are in all respects governed by Danish law without application of legal provisions under international law.