

Purchase order terms and conditions of Dancutter A/S

This agreement comprises (i) the relevant purchase order (the "Purchase Order") and (ii) these terms and conditions (together, the "Agreement"). The Agreement governs the supply of Goods and/or Services to Dancutter A/S with company number: 26672678 and registered address at Livøvej 1A, 8800 Viborg, Denmark ("Dancutter") by the supplier specified in the Purchase Order (the "Supplier"). This Agreement takes effect on the date specified in the Purchase Order (the "Commencement Date").

1. DEFINITIONS

The definitions set out in Schedule 1 will apply to this Agreement.

2. BASIS OF CONTRACT

2.1 These terms and conditions are applicable to the Purchase Order to the exclusion of all other terms and conditions, including any terms and conditions which the Supplier purports to apply under any acknowledgement or confirmation of order, quotation, specification, delivery note, invoice, or similar document, or which are implied by law, trade custom, practice, or course of dealing.

3. SUPPLY OF GOODS AND SERVICES

3.1 The Supplier is appointed on a non-exclusive basis to provide the Goods and/or Services to Dancutter.

3.2 The Supplier must: (i) perform the Services in accordance with any date or time specified in the relevant Purchase Order; and/or (ii) deliver any Goods ordered by Dancutter to the applicable delivery location on the Delivery Date set out in the relevant Purchase Order. Time shall be of the essence.

3.3 In providing the Goods and/or Services to Dancutter, the Supplier must: (i) ensure that the Services are performed, and the Goods are delivered in a manner that minimises any interference with the operations and activities of

Dancutter; (ii) co-operate with Dancutter and comply with all instructions in all matters relating to the Goods and/or Services; (iii) when attending Dancutter premises, comply with all health, safety, and security requirements; and (iv) ensure that no damage is caused to any property, equipment, or assets of Dancutter or any third party.

3.4 The Supplier must ensure that all Goods ordered by Dancutter are securely packaged and are delivered to the applicable delivery location set out in the Purchase Order undamaged. In the event of any damage to the Goods, the Supplier must promptly replace the same at no additional cost to Dancutter.

3.5 The Supplier must take all reasonable steps to minimise the effect of any delay on the performance of its obligations under this clause 3 and must notify Dancutter if it becomes aware that the delivery of any Goods and/or Services will or is likely to be delayed for any reason such that the Supplier will not meet its obligation under this clause 3.

3.6 If the Goods are not delivered on the Delivery Date, Dancutter may, at its option claim or deduct late delivery credits equal to 1 % of the price of the Goods for each day between the Delivery Date and the earlier delivery of the relevant Goods or termination of the Agreement by Dancutter in accordance with clause 3.7. The payment of such credits is without prejudice to any other rights or remedies of Dancutter.

3.7 If the Supplier fails to comply with its obligations under clause 3.2 by the date which is 14 days after the Delivery Date, then Dancutter may, without prejudice to its other rights and remedies: (i) immediately terminate the Purchase Order (in whole or in part) without any further liability by giving written notice to the Supplier; (ii) recover from the Supplier any costs incurred by Dancutter in obtaining substitute goods from a third party; and (iii) claim damages for any other costs, losses or expenses incurred by Dancutter which are in any

way attributable to the Supplier's failure to carry out its obligations under this clause 3.

3.8 The Supplier shall not deliver the Goods in multiple or part shipments unless expressly authorised by Dancutter in the Purchase Order or otherwise in writing by Dancutter prior to delivery of the Goods. The Supplier shall be liable for all costs incurred by Dancutter as a result of any breach of this clause 3.8.

3.9 Title and risk in any Goods supplied to Dancutter will pass to Dancutter on completion of the delivery of such Goods at the applicable delivery location set out in the Purchase Order. The passing of title in the Goods is without prejudice to any right of rejection to which Dancutter is entitled under this Agreement or otherwise.

4. ACCEPTANCE

4.1 Dancutter will not be deemed to have accepted any Goods or Services until it has had a reasonable time to inspect and test them following their delivery.

4.2 If any of the Goods and/or Services do not comply with the requirements of this Agreement (including any relevant specification), then, without prejudice to any other right or remedy that Dancutter may have, Dancutter may reject those Goods and/or Services and: (i) require the Supplier to replace the rejected Goods (or re-perform the rejected Services) at the Supplier's expense within five (5) days of being requested to do so; or (ii) require the Supplier to refund any amounts already paid by Dancutter for the rejected Goods and/or Services.

4.3 For the avoidance of doubt, this Agreement will apply to any repaired or replacement Goods (or re-performed Services) supplied by the Supplier.

5. WARRANTIES

5.1 The Supplier warrants, represents and undertakes that: (i) it has full capacity and authority to enter into and to perform this Agreement; (ii) this Agreement is executed by a duly authorised representative of that party; and (iii) once duly executed, this Agreement will constitute legal, valid and binding obligations on such party.

5.2 The Supplier represents, warrants, and undertakes that all Goods will: (i) be free from any defect in design, material, manufacture, or workmanship; (ii) comply with, and perform in accordance with, the relevant specification; and (iii) when delivered to Dancutter, comply with all applicable laws.

5.3 The Supplier represents, warrants, and undertakes that all Services will be performed: (i) with the skill and care to be reasonably expected of a service provider who is a leader in the field of providing equivalent services; (ii) in accordance with Good Industry Practice and all applicable laws; and (iii) using an adequate number of appropriately trained, skilled, and experienced personnel.

5.4 The Supplier represents and warrants that it has obtained, and undertakes that it will at all times maintain, all consents, licences and permissions required by it to perform its obligations under this Agreement.

5.5 Without limiting any of the Supplier's obligations under this Agreement, the Supplier must ensure that Dancutter obtains the benefit of any warranties relating to the Goods provided by any third-party manufacturer, licensor, or any other person.

5.6 If the Supplier breaches any of the representations, warranties and/or undertakings set out in this clause 5, then, without prejudice to any other rights or remedies of Dancutter, the Supplier must rectify the relevant breach (at its own cost) as soon as possible.

6. FEES AND PAYMENT TERMS

6.1 The fees payable under this Agreement (the "Fees") are set out in the Purchase Order and the Supplier must submit invoices to Dancutter for the Fees at the times set out in the Purchase Order.

6.2 Dancutter shall pay each undisputed invoice within 30 days starting from the end of the month in which the Goods and/or Services were successfully delivered to Dancutter.

6.3 If Dancutter reasonably disputes any amount payable to the Supplier under this Agreement, Dancutter may withhold the amount in dispute until the dispute is resolved.



6.4 If Dancutter fails to pay any undisputed amount under this Agreement, the Supplier may charge interest on the overdue amount at a rate of 2% per annum above the base rate of the Bank of England from time to time in force from the date on which such amount fell due until payment, whether before or after judgment. If there is any dispute under clause 6.3 about whether any amount is payable to the Supplier, this clause 6.4 will not apply to such amount until the dispute is resolved.

6.5 All sums due to the Supplier under this Agreement are exclusive of VAT (if applicable), which will be charged in addition in accordance with the relevant regulations in force at the time and must be paid by Dancutter against receipt from the Supplier of a valid VAT invoice.

6.6 Unless otherwise expressly set out in this Agreement, the obligation to pay the Fees (together with any applicable VAT and any interest payable under clause 6.4) will constitute Dancutter's entire payment liability to the Supplier under this Agreement. The Fees include all costs and expenses that the Supplier may incur in performing its obligations under this Agreement (including, but not limited to, all delivery, insurance, travel, accommodation, third party, tariffs and shipment costs or any customs duties, costs of carriage or any other costs and expenses).

7. CONFIDENTIALITY

7.1 Each party undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 7.2.

7.2 Each party may disclose the other party's confidential information: (a) to its employees, officers, representatives, contractors, subcontractors, or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Agreement (a "Recipient"). Each party shall ensure that its Recipients comply with this clause 7; and (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

7.3 Neither party shall use the other party's confidential information for any purpose other than

to exercise its rights and perform its obligations under or in connection with the Agreement.

8. INTELLECTUAL PROPERTY

8.1 In respect of the Goods and any Goods that are transferred as part of the Services under this Agreement, the Supplier warrants that it has full, clear and unencumbered title to all such items, and that at the date of delivery of such items to Dancutter, it will have full and unrestricted rights to sell and transfer such items to Dancutter.

8.2 The Supplier irrevocably assigns (by way of both present and future rights) to Dancutter, with full title guarantee and free from all third-party rights, the Intellectual Property Rights and all other rights in all deliverables provided to Dancutter as part of the Services (and any other output of the Services) in each case, with effect from their creation.

8.3 The Supplier must indemnify and keep Dancutter indemnified against all Losses incurred or suffered by Dancutter as a result of any claim that used by Dancutter of the Goods and or/Services (including any deliverables or outputs) infringes the rights of a third party.

8.4 Any use of the name and/or logo of Dancutter is subject to the prior written consent of Dancutter.

9. COMPLIANCE WITH LAW AND POLICIES

9.1 The Supplier must maintain complete and accurate records relating to this Agreement and comply (and ensure that its personnel will comply) with: (i) all applicable laws relating to the performance of the Supplier's obligations under this Agreement, including all applicable taxation laws, anti-corruption laws, Anti-Slavery Laws and Anti-Bribery Laws; and (ii) the Halma Code of Conduct or other policies provided by Dancutter from time to time.

9.2 Breach of clause 9.1 shall be deemed a material breach of this Agreement and not capable of remedy.

9.3 To the extent that the Supplier processes any personal data relating to Dancutter (or its personnel, customers or other third parties), the Supplier must enter into (and comply with) Dancutter's required form of data processing agreement (and must, at all times, comply with its



obligations under the applicable Data Protection Legislation).

10. LIABILITY

10.1 Nothing in this Agreement excludes or limits the liability of either party for fraud, death or personal injury arising out of its negligence or any other liability that cannot be excluded or limited by law.

10.2 Nothing in this Agreement excludes or limits the liability of the Supplier: (i) in relation to any breach of clause 7 (Confidentiality); (ii) or any data processing agreement entered into by the parties under clause 9.3; or (iii) under any indemnity given by the Supplier under this Agreement.

10.3 Subject to clause 10.1, and excluding any liability under clause 10.2, the total aggregate liability of the Supplier in respect of any Losses incurred by Dancutter under or in relation to this Agreement, including liability for breach of contract, misrepresentation (whether tortious or statutory), tort (including negligence) and breach of statutory duty, will not exceed the greater of: (i) a sum equal to £250,000 or (ii) 200% of the total Fees set out in the relevant Purchase Order.

10.4 Subject to clause 10.1, the total aggregate liability of Dancutter in respect of any losses incurred by the Supplier under or in relation to this Agreement, including liability for breach of contract, misrepresentation (whether tortious or statutory), tort (including negligence) and breach of statutory duty, will not exceed the total fees set out in the relevant Purchase Order.

10.5 Subject to clauses 10.1 and 10.2, neither party will be liable to the other party for: (i) any loss of profits, revenue, business opportunities or damage to goodwill or (ii) any indirect or consequential losses or damage, arising under or in relation to this Agreement, even if the first party was aware of the possibility that such loss or damage might be incurred by the other party.

11. INSURANCE

11.1 During the term of the Agreement and for a period of 2 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability

insurance to cover the liabilities that may arise under or in connection with the Agreement, and shall, on Dancutter's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

12. DURATION AND TERMINATION

12.1 This Agreement will come into force on the Commencement Date and will, unless terminated in accordance with its terms, continue in force for the period set out in the Purchase Order.

12.2 Either party may terminate this Agreement immediately by notice in writing: (i) if the other party commits a material breach of this Agreement and such breach is irremediable or, if such breach is remediable, such other party fails to remedy the breach within 30 days written notice to do so; or (ii) if an Insolvency Event occurs in relation to the other party.

12.3 Dancutter may terminate this Agreement for convenience, without liability to the Supplier, at any time by giving at least 30 days prior written notice to the Supplier.

12.4 On expiry or termination of this Agreement (howsoever caused) (i) Dancutter will (without prejudice to its other rights and remedies) be entitled to a pro-rata refund of any Fees paid in advance in relation to the terminated aspects of this Agreement (such refund to reflect the period between the date of expiry or termination and the end of the period to which such advance payment relates); (ii) the Supplier must promptly and securely destroy and/or return (as requested by Dancutter) all Dancutter data and Confidential Information; and (iii) all clauses which are expressly or by implication to survive termination or expiry, shall survive and continue.

13. GENERAL

13.1 This Agreement is the entire agreement between the Parties, superseding all previous drafts, agreements, arrangements, and understandings between them, whether written or oral relating to the subject matter.

13.2 Neither party shall be liable for any delay or failure in performing its obligations under the Agreement as a result of reasons beyond its



reasonable control, provided that it informs the other party as soon as possible of the event and takes all reasonable steps to resume performance of its obligations as soon as possible and to mitigate the effects of the unforeseen event. If the period of delay or non-performance continues for 14 days, Dancutter may terminate the Agreement by giving 10 days written notice to the Supplier.

13.3 Where any provision of this Agreement refers to a party notifying, or otherwise providing notice to, the other party (the associated notice being a "Notice"), any such Notice will be in writing, properly addressed to the specified recipient at the address in the Purchase Order and either delivered by hand, sent by first class recorded delivery or transmitted via email.

13.4 Any Notice complying with clause 13.3 will be deemed to have been received by the addressee (i) if delivered by hand, on the day of delivery if delivered by 17:30 hours on any Business Day and otherwise at 09.30 hours on the next Business Day; (ii) if sent by first class recorded delivery, 2 Business Days after posting; or (iii) if sent by email, at the time and date of transmission if received at or before 17:30 hours on any Business Day and otherwise at 09.30 hours on the next Business Day.

13.5 A person who is not a party to this Agreement has no right to enforce or to enjoy the benefit of any term of this Agreement under the Contracts (Rights of Third Parties Act 1999).

13.6 The Supplier may not assign, sub-contract, novate or otherwise transfer or dispose of any of its rights or obligations under this Agreement without the prior written consent of Dancutter.

13.7 If any provision or part of a provision, of this Agreement is found by any court or authority of competent jurisdiction to be illegal, invalid, or unenforceable, that provision or part-provision will be deemed not to form part of this Agreement, and the legality, validity or enforceability of the remainder of the provisions of this Agreement will not be affected, unless otherwise required by operation of law.

13.8 The failure to exercise, or delay in exercising, a right, power, or remedy provided by this Agreement

or by law will not constitute a waiver of that right, power or remedy.

13.9 No variation of this Agreement will be effective unless made in writing and signed by or on behalf of each of the Parties or by their duly authorised representatives.

13.10 Nothing in the Agreement is intended to or shall be deemed to, establish any partnership or joint venture between the Parties, make any party the agent of another Party, nor authorise any Party to enter into commitments for or on behalf of the other Party.

13.11 Each Party shall (at its own expense) promptly execute and deliver all such documents, and do all such things, and/or procure the execution and delivery of all documents and doing of all such things as required to give effect to the Agreement and the transactions contemplated by it.

13.12 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule 1 - Definitions and Interpretation

1. INTERPRETATION

1.1 In the Agreement, references to (a) person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); (b) reference to a company shall include any company, corporation or other body corporate and a partnership (whether a limited liability partnership or otherwise), wherever and however incorporated or established; (c) the singular shall include the plural and vice versa (unless the context otherwise requires); and (d) a statute or statutory provision is a reference to it as it is in force, for the time being, taking account of any amendment, extension or re-enactment, and includes any subordinate legislation made under it. Any obligation in the Agreement on a person not to



do something includes an obligation not to agree or allow that thing to be done. Any phrase introduced by the terms including include, in particular, or any similar expression shall be for illustrative purposes only and shall not limit the sense of the words preceding those terms.

1.2 If there is any conflict or inconsistency between the documents forming the Agreement, the documents shall have priority in the following order: (i) the Purchase Order; (ii) these standard terms and conditions, including any Schedules attached hereto; and (iii) any other appendix.

2. DEFINITIONS

Anti-Bribery Law means all applicable laws, codes and sanctions relating to the prevention, prohibition or outlawing of bribery, money laundering or similar and illegal activities in any jurisdiction relevant to the performance of this Agreement (including the UK Bribery Act 2010).

Anti-Slavery Law means all applicable laws, codes and sanctions relating to the prevention, prohibition and/or outlawing of slavery (including all forms of modern slavery, human trafficking, forced labour, child labour, involuntary servitude, and debt bondage) in any jurisdiction relevant to the performance of this Agreement (including the UK Modern Slavery Act 2015).

Business Day means a day other than a Saturday, Sunday, or public holiday in England.

Commencement Date is the date on which the Agreement will enter into force as specified in the Purchase Order.

Data Protection Legislation means any applicable law, statute, declaration, decree, directive, legislative enactment order, ordinance, regulation or rule (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regard to the processing of Dancutter data to which a party is subject, including, to the extent applicable: EU GDPR including any corresponding or equivalent national law or regulation which implements the EU GDPR; the UK Data Protection Act 2018; the UK GDPR and the national law implementing the Directive on Privacy and Electronic Communications (2002/58/EC).

Delivery Date means the date of delivery of the Goods as specified in the Purchase Order.

EU GDPR means Regulation (EU) 2016/679 of the European Parliament and of the Council.

Fees mean the fees payable by Dancutter to the Supplier under this Agreement, as set out in the Purchase Order.

Goods mean the goods (if any) to be provided by the Supplier set out in the Purchase Order

Good Industry Practice means the discharging of the Supplier's obligations and responsibilities under this Agreement in good faith and using the degree of skill, care, diligence, prudence and foresight which would be expected of a skilled, professional and experienced provider of goods and/or services similar to the provision of the Goods and/or Services.

Halma Code of Conduct means the guidelines and policies as amended from time to time available at: <https://www.halma.com/sustainability/code-of-conduct>

Intellectual Property Rights means patents (including rights in, and/or to, inventions); trademarks, service marks, trade names and business names (in each case including rights in goodwill attached thereto); design rights; rights in and/or to internet domain names and website addresses; copyright (including future copyright) and related rights; database rights; rights in and to confidential information (including know-how and trade secrets) and all other intellectual property rights (including all other rights of a similar nature or having an equivalent effect to any of the foregoing which currently exist anywhere in the world), including all reissues, continuations, renewals, derivatives and extensions of rights in any of the above, in each case subsisting at any time in any part of the world (whether registered or unregistered).

Insolvency Event means, in respect of a party, when that party ceases or threatens to cease to trade (in whole or part), becomes insolvent, is unable to pay its debts as they fall due, has a receiver, administrative receiver, administrator appointed of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, or becomes the subject of an order or resolution for dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction).

Loss or Losses means loss, damage, fines, liability, charge, expense, outgoing or cost (including all legal and other professional costs on a full indemnity basis) of any nature or kind.

Services mean the services (if any) to be provided by the Supplier, as set out in the Purchase Order.



UK GDPR means the EU GDPR as it forms part of the laws of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 and 2020 respectively and any legislation in force in the United Kingdom from time to time that subsequently amends or replaces the UK GDPR.

