

# General Purchase Terms and Conditions for Simpson Strong-Tie – No.200702

## 1 Scope

These general purchase terms and conditions (hereinafter referred to as the "Terms and Conditions") apply to all sales to Simpson Strong-Tie A/S, Hedegårdsvej 11, Boulstrup, DK-8300 Odder, Denmark (hereinafter referred to as "SST").

The Seller's general terms and conditions for sale and delivery, if any, shall be considered non-existent. The Seller shall be considered to have accepted these Terms and Conditions upon the confirmation of the order without any highlighted express objections to the contents of the Terms and Conditions or upon Seller's delivery of the order whichever may come first.

These Terms and Conditions shall prevail in the event of inconsistency with an order confirmation from the Seller. In order to be valid, any deviation from these Terms and Conditions shall be in writing and signed by SST's duly authorised representatives.

## 2 Technical specifications

All products delivered by the Seller shall be manufactured in accordance with the drawings and technical specifications listed in SST's purchase order.

From time to time, SST may change the drawings and/or technical specifications delivered by SST upon immediate written notice.

The Seller may change its technical specifications and/or drawings upon a prior written notice of eight (8) weeks.

The Seller warrants that all products delivered by the Seller are in compliance with EU safety and health standards. All products are delivered together with adequate product documentation inclusive of technical certificates and safety data sheets, and if relevant also a recommended spare parts list.

## 3 Order confirmations

All products and services shall be ordered by written purchase order from SST.

SST shall receive a written order confirmation from the Seller not later than five (5) weekdays from the date of the purchase order. If an order confirmation or a rejection of an order is not received within these 5 days, SST is entitled to consider the order as accepted.

SST is entitled to postpone delivery of confirmed purchase orders up to sixteen (16) weeks, provided that written notice has been given to the Seller at least three (3) weeks prior to the agreed date of delivery.

SST is entitled to cancel purchase orders at no charge, provided that written notice has been given to the Seller at least four (4) weeks prior to the agreed date of delivery.

## 4 Prices

The prices of products and services supplied by the Seller shall be stated in the offer and/or the order confirmation. The prices include packing, cf. Clause 6, any customs duties, taxes or additional costs, all requisite certificates and any testing and delivery to SST or to any of the SST locations stated in the order, cf. Clause 5. The prices are exclusive of VAT.

The prices will apply for at least twelve (12) months from the offer/order confirmation. Price increases are subject to mutual agreement.

## 5 Terms of delivery

The terms of delivery are DDP (Incoterms 2000) to the address of SST or to the SST location stated in the purchase order.

The maximum time of delivery/the agreed date of delivery follows from SST's written purchase order as accepted by the Seller upon its order confirmation. All deliveries shall be made within the opening hours of the recipient.

Only delivery on the agreed date of delivery or up to a maximum of two (2) weekdays before this date will be considered delivery in due time.

Any earlier delivery or part delivery will only be accepted by SST upon written agreement.

Any delay in delivery is a material breach of contract. In case of delays, SST may at its option either cancel the purchase order or claim compensation in the form of a reduction corresponding to four (4)% per week, subject to a maximum of twenty (20)%, of the invoiced price for the delayed delivery. No matter whether SST cancels the purchase or demands compensation, SST is also entitled to claim damages in accordance with the general provisions of Danish law.

## 6 Packing and labelling

The Seller shall ensure that all products are delivered in proper packaging. All products shall be packed in accordance with any specifications in SST's purchase order. The price of the products includes any special packaging required.

All products shall be delivered in approved standard Euro pallets and Euro frames. If SST receives an invoice for pallets and/or frames, the agreed price is DKK 50.00 (about EUR) 7 per unit, and the same amount shall be credited to SST, when the pallets and/or frames are returned to the Seller's carrier.

If the products are delivered in cardboard boxes, the total weight per box inclusive of packaging must not exceed twenty (20) kilos per box.

Each delivery shall be accompanied by a delivery note and an invoice referring to SST's purchase order number and stating the item numbers, product descriptions and amount of items delivered.

Each individual unit delivered shall be labelled with the SST purchase order number and shall state the item numbers, product descriptions and amount of items contained in this unit.

## 7 Terms of payment

The terms of payment are current month + 90 days after final delivery.

## 8 Defects

For six (6) years from the date of delivery, the Seller warrants that all products delivered by the Seller to SST are free from any defects of any kind.

In the case of any defects discovered within this period of six (6) years, SST is entitled to claim damages in accordance with the general provisions of Danish law.

## 9 Quality system and control

The Seller is at any time obliged to have a quality system which is ISO 9000 certified or has a certification of a similar standard. SST may accept that the Seller's quality system is not certified, if the Seller in the opinion of SST has demonstrated sufficient efficiency of the system.

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SST shall have full access to carry out audits of the quality system in the premises of the Seller and the sub-suppliers of the Seller.

## 10 Tools

All tools paid by SST for the manufacturing of the products are the property of SST and must be clearly marked as being "Property of Simpson Strong-Tie".

Upon request, the Seller shall forward digital photos of all tools to SST via the e-mail address: info@simpsonstrongtie.dk.

Tools belonging to SST shall be used exclusively for the manufacturing of products to SST.

Upon request, the Seller shall immediately return SST tools to SST free of charge. The Seller may not for any reason whatsoever withhold any materials or tools belonging to SST. If the Seller nevertheless withholds tools belonging to SST, SST is entitled to have similar tools manufactured by third parties at the Seller's expense.

## 11 Spare parts

If a list of recommended spare parts has been provided, cf. Clause 2, the Seller shall be able to deliver these spare parts to SST for 10 years after the delivery to SST of the product(s) accompanied by the spare parts list.

## 12 Force majeure

The following circumstances shall be considered as grounds for relief if they prevent the performance of the purchase order:

General labour strikes and any other similar circumstances beyond the control of the parties, such as fire, war, mobilisation or military actions of a comparable scope, confiscation, currency restrictions, rebellion or general shortage of transport or materials.

The above circumstances shall constitute grounds for relief only if their effect on the performance of the purchase order could not be foreseen when the order confirmation was forwarded.

The party intending to claim relief due to force majeure shall inform the other party in writing without delay on the occurrence and on the cessation of such circumstances.

Either party is entitled to cancel the purchase by written notice to the other party, if performance of the purchase order is delayed more than Three (3) months due to force majeure.

## 13 Product liability

The Seller shall indemnify and hold SST harmless from and against any product liability claims from third parties.

The Seller shall at any time have valid product liability insurance with a reputable insurance company which sufficiently covers any possible product liability claims which may be raised against SST as a distributor of the products or against the Seller by SST due to harm inflicted upon SST.

## 14 Confidentiality

The Seller shall treat all information, whether oral or written, and all material and documents received from SST as confidential.

Upon the performance of the purchase order, the Seller shall immediately return all tools, materials, drawings, technical specifications and other documents belonging to or received from SST.

## 15 Intellectual property rights

The Seller shall indemnify and hold SST harmless from and against any claims from third parties due to infringement of intellectual property rights caused by SST's sale of the products supplied by the Seller, unless such infringement is due to drawings and/or technical specifications provided by SST.

The Seller acknowledges and agrees that SST shall be the exclusive owner of all intellectual property rights to products manufactured for SST under these Terms and Conditions, unless such products are already standard products of the Seller.

The Seller acknowledges and agrees that even if the Seller should in any way become involved in or obtain knowledge of SST's knowhow or considerations concerning methods, inventions or branding etc., all intellectual property rights in relation thereto shall be exclusively vested in SST.

## 16 Governing law and jurisdiction

These Terms and Conditions and any sale to SST are governed by Danish law.

Any dispute between the parties arising out of or in connection with a sale to SST shall be settled by the Maritime and Commercial Court in Copenhagen (Sø- og Handelsretten) as the court of first instance.

## 17 Safety, health and environmental policy

All SST suppliers shall adhere to basic workplace standards and operate in a socially and environmentally responsible manner.

As part of SST's business policy all suppliers are evaluated with regard to environmental, health, and safety issues. If an evaluation does not turn out satisfactory, SST may decline or immediately terminate any business relations with this supplier.

All SST suppliers shall at all times comply with applicable laws and regulations as well as international conventions on working environment and prohibitions against child labour.

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