

General Terms & Conditions of Purchase for ET Europe ApS

1. Application

1.1. This 10.2025 version of the General Terms & Conditions of Purchase (the “GTC”) supersedes and replaces all previous terms and conditions between ET Europe ApS (“ET”) and the Supplier.

1.2. The GTC shall apply to all transactions under which goods or services are supplied to ET.

2. Purchase orders

2.1. Purchase orders by ET, including any amendments or supplements to such orders, the Frame Agreement, or its appendices, must be made in writing by ET to be binding.

3. Delivery and delay

3.1. Delivery times of goods and services are binding. The Supplier shall immediately notify ET in writing of occurring and anticipated delays.

3.2. In case of late delivery, ET may, without prior notice, cancel the order and/or demand damages for any loss caused by the delay.

4. Prices and payments

4.1. The price of the goods and services will be stated by ET in the purchase order. The price shall include all costs and expenses such as transportation to the warehouse of ET, packaging materials, packing and handling of the goods, taxes, customs and other duties, imports or other levies.

4.2. Invoices must be sent to finance@et-group.com and must state the corresponding order number and HS Codes for the delivered goods. The invoice must be received by ET no later than one (1) Danish banking day before delivery. The goods shall not be deemed delivered until the corresponding invoice has been received.

4.3. Payments shall not be deemed an acknowledgment that the goods or services conform to the Frame Agreement or any of its appendices, any purchase order, or applicable law. Without prejudice to any other rights or remedies, ET shall be entitled to withhold or set off a reasonable amount in the event of non-conforming goods or services until the Supplier has remedied the non-conformance.

4.4. Interests and fees related to late payments shall not be payable by ET.

5. Warranties and remedies

5.1. In addition to any implied warranties, the Supplier represents and warrants that:

- (i) the goods and services are free from defects in design, workmanship, and materials, are of satisfactory and merchantable quality, conform to the order, specifications, and samples, and are fit for their intended purpose;
- (ii) if the goods have a restricted shelf life, not less than 12 months and in any event no less than 85% of the original shelf life shall remain at the time of delivery;
- (iii) the goods, services, and any related materials made available by the Supplier, and ET's use thereof, do not infringe any third-party rights;
- (iv) the goods and services, including the Supplier's advertising, marketing materials, instructions, health and safety warnings, labeling, packaging, manufacture, delivery, use by consumers, and sale, shall conform with Danish law and all other applicable laws and regulations, including, but not limited to, regulations on health and safety, hazardous substances in products, and general product safety requirements (e.g. Regulation (EU) 2023/988 on General Product Safety), applicable in both the place of manufacture and the place of sale to

end users, including the EU and the UK. The Supplier shall maintain valid Declarations of Conformity for all goods supplied and deliver them to ET upon request;

(v) the goods are original, A-grade, and bear identical batch codes on product and packaging, and have been lawfully marketed and sold without restrictions on quality, warranty, or shelf life; and

(vi) the goods are freely marketable within the EU/EEA, and the trademark owner's rights have been duly exhausted. Upon ET's request, the Supplier shall provide documentation of such marketability and disclose the source of supply.

5.2. The warranty period shall be no less than 36 months from the date ET sells the goods, but in no event longer than 42 months from the date of delivery to ET, unless the goods are supplied with a warranty exceeding 42 months from the date of delivery.

5.3. ET shall be entitled to a full refund, including handling, transport, and non-refundable duties, for any goods or services that do not conform to the Frame Agreement or any of its appendices, any purchase order, or applicable law. The timing of the identification of non-conformity shall be irrelevant and shall not affect ET's rights.

6. Indemnification

6.1. The Supplier shall indemnify, defend, and hold ET harmless from and against any and all claims, and losses, costs, and expenses arising out of or related to:

- (i) any breach of any provision of the Frame Agreement or any of its appendices, any other agreement and/or order between the Parties by the Supplier, or any breach of any representation or warranty made by the Supplier; or

(ii) any injuries to or the death of any person(s), or the loss of or damage to the property of any person(s), caused by the negligence of the Supplier or non-conforming goods.

6.2. These indemnification obligations shall survive the termination or expiration of the Frame Agreement.

6.3. The Supplier shall, at its own expense, maintain customary general liability insurance, including product liability coverage. The Supplier shall provide a certificate of insurance to ET upon request.

6.4. ET shall not under any circumstances be liable to the Supplier for incidental, special, punitive or consequential damages (including without limitation loss of profits).

7. Force majeure

7.1. Neither ET nor the Supplier shall be liable to the other for any default or delay in performing its obligations if such default or delay is caused by an event beyond the reasonable control of the affected Party, provided that prompt written notice is given to the other Party specifying the inability to perform and the reason thereof.

7.2. Events beyond reasonable control include, but are not limited to, natural disasters, war, civil war, riots, acts of terrorism, and severe weather conditions not reasonably possible to take into consideration.

7.3. ET may cancel any orders which are affected by force majeure.

8. Disclosure

8.1. In connection with the purchase of goods or services, any information exchanged between ET and the Supplier, including the fact that the Parties are engaged in trading, shall be treated as confidential and may not be disclosed to any third

party. However, ET may disclose that the goods have been sourced from the Supplier and provide evidence thereof to the extent necessary to defend itself against claims from third parties, including to document that the products have been legally brought to market. ET shall limit such disclosure to the reasonable minimum required to achieve the purpose of the disclosure.

9. Jurisdiction and governing law

9.1. The Frame Agreement and its appendices, as well as any other agreements or dealings between the Parties, shall be governed by and construed in accordance with the laws of Denmark, without regard to its conflict of laws principles.

9.2. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

9.3. Any dispute arising out of or in connection with the Frame Agreement, its appendices, or any other agreements or dealings between the Parties shall be finally settled by arbitration administered by the Danish Institute of Arbitration in accordance with its rules. The language of the arbitration shall be English, and the place of arbitration shall be Aalborg, Denmark.

9.4. Notwithstanding clause 9.3, ET shall be entitled, as an alternative to arbitration, to initiate proceedings before the competent courts in the jurisdiction of the Supplier.

10. Additional rights and obligations

10.1. The Supplier must comply with the Code of Conduct of ET in the version applicable at any given time and ensure that its subcontractors also comply with the principles hereof. An updated version of the Code of Conduct is available at:

<https://www.et-europe.com/code->

[of-conduct.pdf](#). Any breach by the Supplier of the provisions on child labour and young workers in ET's Code of Conduct constitutes a material breach of contract. ET may immediately terminate all contractual relations and/or claim a contractual penalty of EUR 100,000 per incident. If the Supplier has confirmed to ET that a breach has been remedied, but a subsequent breach occurs, the penalty shall be doubled to EUR 200,000 per incident. This clause, together with ET's Code of Conduct, applies without prejudice to ET's right to claim additional damages. Any contractual penalties collected under this provision shall be allocated by ET to initiatives aimed at preventing child labour in the affected region.

10.2. The Supplier warrants that no goods sold or delivered to ET originate from Russia or Belarus, or are sourced from companies based in Russia or Belarus. The Supplier further warrants that it is not, directly or indirectly, owned or controlled, in whole or in part, by any persons or entities from Russia or Belarus, nor by any persons or entities supporting or sympathizing with the Russian Federation.