

Basic terms and conditions

for the procurement of products and services

Version 8.0

1. INTRODUCTION

The agreement consists, collectively, of the purchase order, the supplier's standard terms, if any, and these basic terms and conditions.

In case of any discrepancy, the purchase order shall take precedence over these basic terms and conditions, and the basic terms and conditions shall take precedence over the supplier's standard terms, if any.

The "buyer" means the Danish Ministry of Defence Acquisition and Logistics Organisation (DALO). The "supplier" means the supplier of the products or services supplied under the agreement.

2. CONFIDENTIALITY

The supplier shall treat all information related to the agreement as commercially confidential and is not entitled to publish or in any other way pass on information to the public or to any third parties with the exception of information disclosed to subcontractors for the purpose of performing the agreement.

3. PAYMENT

The buyer shall pay all invoices no later than 30 (thirty) calendar days after the supplier's electronic submission of an invoice, provided that the invoice in question contains all the information set out below.

Any payment made by the buyer shall not limit the buyer's right to claim defects or delays or to otherwise exercise any of its remedies under the general rules of Danish law.

Invoices may be issued by the supplier when the supplier has delivered the deliverables in accordance with the agreement.

Suppliers with a Danish CVR-number:

In accordance with executive order No. 206 dated 11 marts 2011 on electronic invoicing of public authorities, suppliers with a Danish CVR-number shall submit invoices electronically and in accordance with the applicable e-invoicing requirements.

See the website of the Ministry of Industry, Business and Economic Affairs (www.oem.dk) regarding the correct completion of e-invoices. Additional requirements for e-invoices may be found at www.virk.dk and <http://oioubl.info/classes/da/index.html>.

The supplier shall submit the invoice in OIOUBL format or in PEPPOL format to the contract manager, stating purchase order number, invoice addressee, electronic billing address (EAN number), and the buyer's contact person / staff number. Further information is available at:

<http://oioubl.info/classes/da/index.html>
<https://peppol.eu/downloads/post-award/>

If the invoice is submitted via a scanning bureau, the compliance of the invoice with applicable e-invoicing requirements shall remain the responsibility of the supplier. The buyer will reject invoices that do not comply with applicable e-invoicing requirements.

Supplier without a Danish CVR-number:

Suppliers without a Danish business registration (CVR) number are required to submit invoices in PEPPOL format or in PDF format to the contract manager, stating purchase order number, electronic billing address (EAN number), and information about the buyer's contact person / staff number. Invoices submitted in PDF format shall be submitted to both FRS-KTP-KRE-INVOICE@MIL.DK and FMI-KTP-SC-IMPORT@MIL.DK. Invoices submitted in PEPPOL format shall be submitted to FMI-KTP-SC-IMPORT@MIL.DK.

If possible, the invoice may be submitted electronically in OIOUBL format.

Generally:

If an invoice does not comply with the requirements above, the invoice will be rejected and returned, and no payment will be made. The supplier is not entitled to demand interest until a correct invoice has been received by the buyer, and the time of payment has been exceeded.

Additional information or inquiries regarding payment, e.g. credit notes, reminders etc., may be submitted by e-mail to FRS-KTP-KRE@mil.dk.

4. PACKAGING

If the agreement covers delivery of products, the supplier shall ensure that the deliverables are properly packed, taking into account the means of transport used by the buyer and the transport distance.

If the deliverables contain dangerous goods or other goods that require special handling, information regarding such handling shall be included in the deliverables and be stated in the delivery note.

If the deliverables contain dangerous goods, the individual items, parcels and packages shall be packed using the relevant UN approved and certified packaging in accordance with the regulations of the respective modes of transport (IATA, ICAO, ADR, RID and IMDG).

If the agreement covers the delivery of products at one of the buyer's main depots in Vojens or Hjørring, the packaging of the deliverables shall, in addition to fulfilment of the above requirements, also fulfil the requirements stated in the remainder of this provision:

- The deliverables shall be packed on standard euro pallets (1/1, 1/2 or 1/4) unless the nature of the deliverables entails that this is not possible.
- If so, packaging shall be agreed with the buyer at FMI-KTP-SC-PACK@MIL.DK.
- In addition, the deliverables shall be packed so that re-packaging is not necessary. Boxes etc. shall not protrude from the ground profile of the pallet.
- The height of the pallet shall not exceed 120 cm, and its weight shall not exceed 800 kg.

- Delivery of, e.g., small packages, a single small box or similar (max. 12 kg) may, however, take place without the use of a pallet without separate agreement with the buyer.

The following information shall be stated on each euro pallet/box/unit in the form of both a bar code (GS1-128) and alpha-numerical text under the bar code:

- Order no./Agreement no. (AI: 400)
- NATO stock number (AI: 7001)
- Supplier's part number (AI:01/02)
- Batch/LOT number (if relevant) (AI:10)
- Serial number, if applicable (AI:21)

If used, the serial number shall be labelled on the individual unit and stated in both the invoice and the delivery note.

Each bar code shall have a minimum height of 6 mm, and lines shall have a thickness of 3 points.

The euro pallets/boxes/units shall be labelled with the Order number/Agreement number, NATO stock number and the date of packaging.

The label shall have a size of at least 10x15 cm and shall be placed on both the short and the long side of the euro pallet.

Each box shall be marked individually with a bar code. The bar codes shall be placed in the same place on all boxes and shall be visible when the boxes are loaded on the euro pallet.

5. DELIVERY NOTE

All deliveries of deliverables shall be accompanied by a delivery note containing, as a minimum, the following information:

- (i) Purchase order number;
- (ii) the position number(s) on the purchase order of the products delivered;
- (iii) material numbers of the products delivered;
- (iv) the quantity per position number; and
- (v) the quantity of all products covered by the delivery note.

6. CSR

In the performance of its obligations under the agreement, the Supplier, and any subcontractors contributing to the performance of the agreement, shall comply with the requirements concerning labour clause, corporate social responsibility (CSR) and international sanctions, as described on the Buyer's CSR webpage.

The CSR Requirements which appear on the Buyer's CSR website on conclusion of the agreement, is thus included as an integral part of the agreement.

Buyer's CSR webpage:

<https://www.fmi.dk/en/sus/corporate-social-responsibility/csr-in-current-agreements/csr-requirements-in-dalo/>

7. APPLICABLE LAW AND VENUE

Any disputes arising out of or in connection with the agreement shall be governed by Danish law, substantive as well as procedural, however excluding the Danish choice-of-law rules and the United Nations Convention on the International Sale of Goods (CISG).

Any dispute as mentioned above, including any disputes regarding the existence, validity or termination of the agreement, shall be settled by the Danish ordinary courts of justice.