

Basic terms and conditions

for the procurement of software, maintenance and support

Version 8.0

1. INTRODUCTION

The "Buyer" means the Danish Ministry of Defence Acquisition and Logistics Organisation (DALO). The "Supplier" means the supplier of the Deliverables supplied under the agreement. The "Manufacturer" means the party that has the intellectual property rights to the Deliverables, including the software to be supplied to the Buyer. The "Deliverables" means software, maintenance, support and related services that the Supplier is obliged to deliver to the Buyer under the agreement.

The agreement consists, collectively, of the purchase order or the Buyer's acceptance by e-mail of the Supplier's offer, the Supplier's standard terms, if any, the Manufacturer's license terms and these basic terms and conditions.

In case of discrepancy:

- The Manufacturer's license terms shall take precedence over the purchase order/the Buyer's acceptance by e-mail of the Supplier's offer;
- The purchase order/the Buyer's acceptance by e-mail of the Supplier's offer shall take precedence over these basic terms and conditions; and
- these basic terms and conditions shall take precedence over the Supplier's standard terms, if any.

Irrespective of the above, however, the provisions in these basic terms and conditions on CSR, see section 4, on vulnerabilities, cyber-attacks and security, see section 5, and on applicable law and venue, see section 7, shall at any time take precedence over the Manufacturer's license terms.

2. CONFIDENTIALITY

The Supplier shall treat all information related to the agreement as commercially confidential and shall not publish or in any other manner disseminate information to the public or to any third parties with the exception of information disclosed to subcontractors for the purpose of performing the agreement, see section 6.

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.

3.1 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. Forsvarsministeriets Regnskabsstyrelse (Danish Defence Accounting Agency) will reject invoices that do not comply with applicable e-invoicing requirements.

3.2 Suppliers 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.

3.3 Generally

If an invoice does not comply with the requirements above, the invoice will be rejected and returned as incorrect and no payment will take place. In addition, the Supplier is not entitled to demand interest until a correct invoice has been received and the time of payment for the invoice 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. **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/>

5. **VULNERABILITIES, CYBER-ATTACKS AND SECURITY**

To the extent that, on conclusion of the agreement, the Supplier is or during the term of the agreement becomes aware thereof, the Supplier shall inform the Buyer of all known:

- a) vulnerabilities in the software that is part of the Deliverables, and/or new versions and releases;
- b) attempted cyber-attacks on the software that is part of the Deliverables, and/or new versions and releases where software and/or new versions and releases are in fact compromised, e.g. by hacking; and
- c) cyber-attacks that the Supplier or subcontractors have been exposed to where the firewall has been broken down.

The Supplier shall at any time comply with the Buyer's security requirements. In this context, it is a precondition that the Supplier and/or the Manufacturer complies with the necessary security clearance prior to their access to the Buyer's IT systems or the Buyer's physical premises.

6. **USE OF SUBCONTRACTORS**

The Supplier is entitled to use subcontractors, e.g. Manufacturers, for the performance of the agreement, unless otherwise agreed in writing.

The Supplier shall inform the Buyer of the name, contact details and legal representative of any subcontractor(s) directly involved in the performance of the agreement. The Supplier shall provide such information prior to commencing the performance of the agreement if the

subcontractor(s) are known at that time. In other instances, the information shall be provided as soon as possible and in any case prior to the subcontractor's performance of any part of the agreement.

Irrespective of the Supplier's use of subcontractors, the Supplier shall be liable to the Buyer for all obligations under the agreement.

The Supplier shall ensure that subcontractors undertake to comply with conditions and obligations equivalent to those undertaken by the Supplier with respect to the Buyer.

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.