



GENERAL TRADE TERMS_ENGLISH

MAY, 2023

VALD. BIRN A/S
Frøjkvej 75, 7500 Holstebro, Denmark



Terms between subcontractor and Vald. Birn A/S, hereinafter referred to as BIRN customer specific requirements to subcontractor.

BIRN's main goal is to work with our customers and our subcontractors. Subcontractors that handles processes and services that BIRN do not perform. Together, subcontractor and BIRN are to ensure that the products delivered comply with customer specific requirements. The following agreement reflects this. BIRN's IATF 16949 certification is a customer requirement from the automobile industry, which you must also be able to meet if you supply products/services that are for automobile customers.

Human Rights

Subcontractor must commit to the "OECD Guidelines for Multinational Enterprises". (OECD = Organization for Economic Cooperation and Development). See www.oecd.org.

Records Viewing

The subcontractor shall have a process to ensure the timely review, distribution and implementation of all customer engineering standards/specifications, and changes based on customer required schedule. Timely review should be as soon as possible and shall not exceed 2 working weeks.

Records Retention

Records of internal quality system audits, product audits, layout inspections, functional testing and management review shall be kept for three years. This period shall be regarded as a minimum and may need to be longer, for example by governmental requirements.

Spare Parts

The subcontractor must be able to perform and deliver processes and/or parts 15 years after serial production has stopped, unless legal restraints outlaw's usage of the process and/or parts.

Language

The language for communication with BIRN is Danish and English.

Communication

For communication with BIRN the following contact matrix must be applied initially:

Department	Purchasing/Contract	Quality
E-mail	purch@birn.dk	sup.q@birn.dk

Shipping and Invoicing

The date of the Dispatch Advise (Advance Shipment Notification) or invoice is regarded as the delivery day when transport conditions are DDP (Delivered Duty Paid) / DAP (Delivered At Place) or EXW (EX-Works).

Invoices must at least contain item description, unit price, number of units, delivery note number as well as order number.

Delivery notes must contain both BIRN's item and order number.

**Orders/Order Confirmation**

The price of the goods/services written on an order confirmation sent to BIRN, must match the price of the goods/services written on the order sent to the supplier, otherwise the confirmation is considered as a new offer and thus the order placed is not valid.

Waiver

Any BIRN or end-customer waiver shall always be in writing. Every pallet/box containing material to be shipped under a customer waiver, shall be properly marked with label. Information on the label shall be as follows:

- Purchase Order no.
- Product no. and name
- Amount
- Att.: receiver

Package Material Handling

Not customer specific packaging will be billed at agreed prices.

Customer specific packaging. Some customers do not have any form of registration of their packaging. Therefor BIRN will register each delivery note if there should be a need for traceability of packaging quantities used for the various subcontractor.

Shipping

By the shipment type ex-works this must be made with a forwarder appointed by BIRN. The freight forwarder shall be advised with the quantity and time of pickup at least 24 hours before collection.

Financial

- Currency: DKK, Euro, British £
- Payment terms: Agreed individually
- Invoices must be provided digitally to faktura@birn.dk or invoice@birn.dk
- Invoices to be send as file format OIOUBL (alternative as PDF format)
- Terms of delivery to be agreed individually
- Price regulation are advised at least 60 days before they enter into force

BIRN reserves the right, if necessary, to come up with a new contractual basis, in relation to the customer requirements that we are met with from our customers.

These General Trade Terms and the Supplier Quality Manual are provided as a supplement to, and does not replace or alter, any purchase agreement or requirements included in applicable engineering drawings, specifications and other contractual documents.