
Trade Agreement

Entered into between

Supplier name

xxxxxxxxxxxxx

DK - xxxxxxxx

Denmark

Hereinafter called "The Supplier"

and

RESOLUX Group

Tjørnevej 6

DK – 5853 Ørbæk

Hereinafter called "RESOLUX"

General:

This agreement contains conditions and prices for RESOLUX purchase from the Supplier. In addition to this Conditions of Purchase for RESOLUX (**appendix 3**) shall be applied if not otherwise agreed in this agreement. The agreement and its appendices contain all conditions applicable for the trade between RESOLUX and the Supplier.

The agreement is confidential between the Supplier and RESOLUX, and all co-operations must be performed on a confidential basis.

1 Prices and Products

The Supplier has the obligation to deliver the products mentioned in **Appendix 1** at the prices stated therein to the extent of RESOLUX purchase orders.

Thus, the Supplier does not have the right, without RESOLUX written consent in the individual case, to discontinue the production, cease to buy from sub suppliers if any, or in any other way let any of the products mentioned in **appendix 1** discontinue.

Minimum quantities of delivery are equal to the quantities stated in appendix 1.

The prices agreed upon include packaging.

Prices in connection with new quotations are valid for 60 days unless otherwise agreed. Upon RESOLUX, written acceptance of a given quotation the product(s) concerned is to be entered into **appendix 1**.

2 Price Changes

The prices on items in **appendix 1** shall be firm for at least 1 year ahead. These prices are negotiated once a year around January 1st. All prices are in DKK.

In his capacity of supplier to RESOLUX, the Supplier is expected to reduce his product related costs in the best possible way and to effect initiatives with the purpose of reducing the costs in the entire value chain.

In case RESOLUX receives alternative quotations for comparable products which are better either design-wise, quality-wise, delivery-wise or pricewise, the parties shall resume negotiations in order to achieve competitive all-round conditions for RESOLUX.

If the negotiations fail, RESOLUX shall be entitled to purchase the products in question from a third party with a notification of minimum 3 months and after emptying and closing the “supermarket” at the Supplier. As a consequence, RESOLUX does not expect price changes on the products mentioned in **appendix 1** for the entire agreement period.

Nevertheless, should the Supplier express the wish to increase the prices for agreed period, RESOLUX may enter into a discussion about this on condition that the Supplier is able to present detailed documentation of increases or decreases of one or more of the following price/components:

- Raw materials and auxiliary materials
- Wages

RESOLUX will decide whether a suggested price increase is acceptable (if the Supplier proves the necessity of a price increase) or if RESOLUX refrains from purchasing the product in question from the Supplier in the future. In case that the parties agree upon a price increase for one or more of the products, the agreement on such price increases will be binding on both parties. An updated and revised **appendix 1** signed by both parties will from then on replaces the previous **appendix 1**.

3 Terms of Delivery

Terms of delivery: FCA, defined in INCOTERMS 2010.

Packing is included.

- if no other included RESOLUX address is stated in the purchase order (see **appendix 4**).

The time of delivery stated in **appendix 1** is considered counting from the Supplier's receipt of RESOLUX purchase order, if no later date is stated in RESOLUX purchase order. All deliveries shall be supplied with a delivery note containing at least the following information:

- a) RESOLUX's order number and item code
- b) The quantity delivered (and if the Supplier as an exception has been entitled to make a partial delivery, the original ordered quantity shall also appear from the delivery note).

4 Delivery Reliability

It is the objective of RESOLUX to have a "delivered in full on time" reliability of 95% from the Supplier, measured per order line at agreed delivery time (based on the standard lead-time in **appendix 1**). The actual delivery performance is discussed at meetings every 6 months or as needed.

The Supplier shall not be liable for delivery delays caused by force majeure; however, the Supplier shall undertake to minimize any delay and keep RESOLUX closely informed about the situation.

RESOLUX have the right to terminate the agreement, written after warning, for breach in case of failure to meet the target over e.g., any one month or consecutive 3-month period.

5 Delays

The Supplier shall be obligated to keep the number of delayed deliveries below 5% of the total amount of deliveries on a yearly basis.

6 Stocks

Needed (add if needed).

7 Capacity

The Supplier shall be obligated to have sufficient capacity at any time to manufacture accepted orders from RESOLUX. In case of capacity problems for coming orders the Supplier shall be obligated to notify RESOLUX in time so that open orders can be prioritised, and capacity problems may be solved.

8 Samples

Samples that are to be tested as part of a product or part of the RESOLUX product range shall be delivered to RESOLUX free of charge.

9 Purchase Order and Order Confirmation

Delivery shall be according to a written purchase order forwarded by RESOLUX or any RESOLUX company covered by this agreement. Deliveries shall contain the items and quantities ordered according to the purchase order. The purchase order shall be sent by either e-mail or via EDI.

RESOLUX shall receive an order confirmation within 48 hours by e-mail to purchase@resolux.dk after the Supplier's receipt of the order. Any changes or variations to either quantity or delivery date shall be agreed upon between RESOLUX and the Supplier. RESOLUX's conditions of purchase shall apply even though sales conditions, if any, are printed on the Supplier's order confirmation.

The Supplier shall, deliver a Material Data Sheet and COC if needed.

10 Terms of Payment and Invoicing

Terms of payment are end of month + 90 days net.

All invoices shall be directed to either RESOLUX (finance@resolux.dk) by email and shall contain at least the same information as the delivery note.

RESOLUX reserve a right of set-off, for any claims RESOLUX may have against The Supplier, from any payment. RESOLUX will not be liable for interest on unpaid amounts.

11 Quality Control / Responsibility for Shortcomings / Maximum Acceptable Rate of Error (%)

The Supplier shall deliver the products in compliance with the Product Specifications (**appendix 5**) and the quality agreed upon between the Supplier and RESOLUX. The Supplier shall be responsible for performing quality control prior to the products being forwarded to RESOLUX. Thus, RESOLUX shall not be under the obligation to conduct a quality control at receipt of the products.

It is to be considered a deficiency if the products delivered do not conform to the agreed standard. In case of deficiencies the Supplier shall pay all costs necessary for returning the products and/or a replacement shipment, or alternatively by destruction of the goods, refund RESOLUX the purchase value.

The Supplier is liable for the yearly number of items with quality problems to be below 2% of all delivered items (measured as number of deficient items divided by the total number of items delivered). RESOLUX have the right of immediate termination and no liability to purchase any "Supermarket" stock if agree on that.

The provisions of this article 11 are in addition to and shall not make reductions in the RESOLUX's rights regarding deficiencies according to RESOLUX's General Quality Requirements (**appendix 6**).

12 Complaints

Complaints shall be forwarded in writing without delay if shortcomings or defects are ascertained. RESOLUX is obligated to enclose a numbered report with the complaint. The Supplier is obligated to reply to the report of deviation/complaint within 10 working days.

If a refund (total or partial) of the item value is agreed upon between the parties a credit note shall be forwarded with reference to the complaint.

Complaints can only be forwarded for defects that can be traced back to products delivered by the Supplier or processes executed in connection with the manufacturing of the products at the Supplier. The right of complaint ceases 2 years after delivery, counting from the date of invoice.

13 Modification of Product

RESOLUX shall forward information concerning any product modification to the Supplier via the agreed share site (**appendix 5**). In case of modifications the supplier shall immediately report about existing stock or items in process in order for RESOLUX to decide whether to use these products or to scrap them.

Based on the information and the character of the modification the Supplier shall work out a new quotation which shall be forwarded to RESOLUX for approval. The quotation must include specification of changes in the prices and needs of raw materials (if any) and non-recurring expenses for tools etc. (if any).

14 Contact Persons

See **appendix 2**.

In case of organizational or responsibility related changes **appendix 2** shall be updated and replaced.

15 Declaration of intent - Validity Period of the Agreement

This agreement is intended to cover the period of XX (month) 1st 20xx (Year) to XX (month) 31st 20xx (Year) as a minimum.

Each party has the right to give notice of the termination of the agreement with a written notice of 3 months.

This agreement replaces previous agreements entered between the Supplier and RESOLUX.

By termination of this agreement RESOLUX is obligated to buy the stock that RESOLUX has ordered the Supplier to maintain and the volume of any open orders in process which cannot be cancelled within the notification period.

Furthermore the agreement may be cancelled in a written notice in case of substantial breach of the agreement including suspension of payments, insolvency proceedings and bankruptcy.

Purchase orders placed prior to the natural expiration of this agreement shall be delivered as stated in the purchase orders and according to the terms of this agreement.

16 Co-operation

The supplier is obliged upon RESOLUX request to forward to RESOLUX an annual presentation of accounts including turnover.

17 Breach of Agreement

If a Party substantially fails to fulfil his obligations according to the present agreement, the other Party has the right to terminate the agreement immediately and have not remedied such breach within 1 month of written notice.

Without limiting the extent of the above section, the Supplier is considered to have substantially failed to fulfil his obligations according to this agreement in case of repeated and unjustified delivery delays and/or repeated deliveries of defective products.

RESOLUX shall be considered to have substantially failed to fulfil its obligations according to this agreement in case of repeated and severe breaches of the payment's deadlines.

18 Confidentiality

All information exchanged during the cooperation shall be treated professionally and confidentially.

The Supplier is under the obligation not to pass on or use information of confidential character towards a third party, neither during the cooperation nor after termination of the cooperation.

Such information includes among others any information concerning results and contents of the work done in general, or knowledge e.g. about strategies, customers, and production processes.

None of the parties shall without separate permission pass on material of any kind to a third party.

An exception to this is the production basis documents etc. needed for the current subcontractors (known and accepted by both parties) to the extent necessary for the elaboration of quotations, specifications etc. These parties – if any - are listed in **appendix 8**.

Likewise, RESOLUX shall treat information given by the Supplier regarding quotations, specifications etc. with the equal discretion.

The Supplier has the right to use RESOLUX as reference in connection with marketing, however, not without the prior acceptance by RESOLUX with regard to use and relations.

19 Venue and Choice of Law

Danish Law shall apply to this agreement and deliveries made pursuant to the agreement. Any dispute regarding the interpretation, the fulfilment, or the validity of this agreement or deliveries made pursuant to the agreement shall be settled by the Commercial Court in Copenhagen.

Ørbæk, 1st of xxxxxxxx 2021

xxx, 1st of xxxxxxxx 2021

 Dan Eskebjerg Eggert
 Global Procurement Manager

 xxxxxxxxxx
 xxxxxxxxxx

RESOLUX Group

Supplier name

Appendices to this Trade Agreement

Appendix 1: Prices, minimum quantities of delivery, delivery time, supermarket stocks

Appendix 2: Contact persons

Appendix 3: Conditions of Purchase

Appendix 4: Group factories covered by this agreement

Appendix 5: Product specifications

Appendix 6: General Quality requirements

Appendix 7: Supplier code of conduct

Appendix 8: Supplier subdivisions and subcontractors covered by this agreement