Appendix 4

Nordic RCC A/S Business Partner Form

ESTABLISHMENT OF SUPPLIER

It is a precondition for being a supplier to Nordic RCC A/S that the supplier is registered. The return of this signed template ensures that Nordic RCC A/S can do business with the supplier if the conditions are met (see below general terms and conditions, page 2-3).

GENERAL INFORMATION

|  |  |
| --- | --- |
| Official Company Name |  Click or tap here to enter text.  |
| Secondary name (*Binavn)* | Click or tap here to enter text. |
| Street Name |  Click or tap here to enter text. |
| Street Number  | Click or tap here to enter text. |
| Postal code |  Click or tap here to enter text. |
| City |  Click or tap here to enter text. |
| Country |  Click or tap here to enter text. |
| E-mail | Click or tap here to enter text. |
| Telephone | Click or tap here to enter text. |
| VAT number |  Click or tap here to enter text. |

**BANK INFORMATION**

Please confirm the international bank account for invoice payments from Nordic RCC.

[ ] Please pay to our bank account detailed below

 BANK INFORMATION

|  |
| --- |
| Name of bank  |
| Bank account no  |
| Currency |
| IBAN  |
| SWIFT  |

**SIGNATURE** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The supplier confirms with a signature, that the supplier agrees with the general terms and conditions stated at page 2-3.

Place & Date: Click or tap here to enter text.

Name: Click or tap here to enter text.

Job title: Click or tap here to enter text.

**General Terms and Conditions**

**1. Documents forming the Agreement**

1.1 In case of a signed contract between both parties, the terms and conditions from that contract shall apply on purchases made in connection with that contract. For other purchases where there is no signed contract, the following general terms and conditions shall apply.

1.2 The Agreement consists of this contract document and any other relevant agreed appendices. In case of discrepancies between this contract document and any other appendices, this contract document must be prioritized as highest, but any other appendices can however complete, clarify or supplement this contract document.

**2. Requirements for Supplier’s services**

2.1 Supplier shall perform the services under the agreement in a professional, timely and workmanlike manner and in accordance with the Agreement. The services shall be fit for the purposes that expressly made known to Supplier and shall be followed by all relevant reports and documentation of performance of the services. Nordic RCC A/S is entitled to continuously specify and supplement Supplier’s services to a reasonable extent

2.2 Supplier shall ensure that the necessary and appropriate resources and employees are available to provide the agreed services throughout the term of the Agreement, and that his employees at all times meet the highest professional standards and are qualified to provide the agreed services. If special qualifications and/or named employees are required, such shall be made available throughout the term of the Agreement. Replacement of agreed employees requires prior written consent from Nordic RCC A/S, and such replacement shall not inflict any costs or delays on Nordic RCC A/S.

2.3 Supplier shall comply with all generally applicable standards and rules ("best practice") and shall in all respects comply with all Danish legislation and all quality, health, and safety-related standards, including Nordic RCC A/S’s rules and standards as described in the Agreement; or any other rules which may apply to the performance or the exploitation of the services.

2.4 Supplier is only allowed to use sub-contractors with Nordic RCC A/S’s prior written approval.

2.5 Supplier warrants that no conflict of interest will arise as a result of Supplier’s performance of any services under the Agreement. A conflict of interest occurs for instance when doubts about the independence and loyalty of the Supplier or Supplier’s employees with the Supplier delivery of services under the Agreement. Supplier shall not use employees for whom their ability to fully represent Nordic RCC A/S’s interest, can reasonably be doubted. Supplier may refuse to perform one or more noticed services with reference to the risk of conflict of interest. Nordic RCC A/S may for the same reason refuse to allow the Supplier to perform one or more services.

**3. Payment**

3.1 The agreed prices are fixed and will not be subject to any adjustments unless otherwise specified in the Agreement. All amounts shall be stated in Danish kroner (DKK) unless otherwise specified in the Agreement. The amounts include taxes, choice of execution method, and any other costs relating to the services except for Danish VAT, if applicable.

3.2 In case of purchase of goods the Supplier is entitled to invoice after delivery of the goods. Otherwise, Supplier shall, following the last day of each calendar month be entitled to submit to Nordic RCC A/S an invoice claiming the amounts payable by Nordic RCC A/S in respect of the services or part of the services carried out during that month. Each invoice shall be accompanied by a proper specification documenting the services performed including quality assurance documentation. The invoice must be issued in the agreed currency and must state Nordic RCC A/S’s purchase order number (PO), project/assignment name and VAT. no. of both Nordic RCC A/S and Supplier.

3.3 Supplier is, within 7 business days after signing the Agreement, obligated to inform Nordic RCC A/S of an e-mail address, to which the purchase order (PO) shall be forwarded to, and inform Nordic RCC A/S if this is changed during the term of the Agreement.

3.4 The invoicing shall be done electronically, cf. Danish Act on Electronic Invoicing (No. 798 from 28 June 2007). The invoice must be sent to invoices@nordic-rcc.net. If the invoice is not issued in accordance with the Nordic RCC invoicing instructions, the invoice will be rejected. Payment shall be made 30 calendar days after Nordic RCC A/S's receipt of a final, specified invoice in accordance with the above.

**4. Liability and insurance**

4.1 Supplier shall be liable for damages to Nordic RCC A/S for errors and negligence under the general Danish rules of law pertaining to errors and omissions. However, Nordic RCC A/S shall not be entitled to compensation for operating loss, loss of profit or any other indirect loss.

4.2 If Nordic RCC A/S within 2 years after Supplier has completed, delivered, and invoiced a service to Nordic RCC A/S, against Supplier indicates defects for the delivered services, Supplier shall without delay and without further cost to Nordic RCC A/S remedy the defects.

4.3 The total liability of either Party under or relating to the Agreement save from indemnification and product liability shall not exceed a sum equal to the contract price – either as an agreed fixed price or an estimated price based on the expected number of hours spent. The limitations on Supplier’s liability are not applicable if Supplier has shown gross negligence or misconduct.

4.4 The Supplier undertakes at his own costs and expenses to take out and maintain the following insurances for at least 2 years after the Supplier has finished, delivered and invoiced a service (“the Insurances”):

(a) all statutory insurances, and

(b) general and product liability, and

(c) insurance to cover the Supplier’s liability, cf. this Clause 4, if possible.

4.5 The Insurances shall be in place upon signature of the Agreement. Upon request from Nordic RCC A/S, the Supplier shall document that he complies with the above-mentioned requirements.

**5. Indemnification**

5.1 Notwithstanding the provisions set out in Clause 4, Supplier shall without limitation indemnify Nordic RCC A/S from all claim made against Nordic RCC A/S from a third party, or any loss, as Nordic RCC A/S may suffer as a result of a claim raised by a third party, including but not limited to, the event of product liability and/or claims arising out of or in connection with (i) bodily injury, disease or death or (ii) any damage caused by the Agreement, the use of the Agreement or arising in connection with the installation of the Agreement.

5.2 Sub-Clause 5.1 does not apply if a claim or loss can be attributed to Nordic RCC A/S’s negligence, wilful act or breach of the Agreement.

**6. Confidentiality**

6.1 The Parties are mutually obligated to treat all non-common information and material about the other Party confidential.

6.2 The confidentiality obligation includes employees, subcontractors and other external advisors and consultants that contribute to the completion of the Agreement.

6.3 The confidentiality obligation shall also apply after the completion of the Agreement and after the expiry of the Agreement.

**7. Assignment of rights**

7.1 Supplier may not assign his rights and obligations under the Agreement to a third party without Nordic RCC A/S prior written consent. Such consent shall not be unreasonably withheld.

7.2 Except the circumstances mentioned in Sub-Clause 8.2, Nordic RCC A/S may not assign his rights and obligations under the Agreement to a third party without Suppliers prior written consent. Such consent shall not be unreasonably withheld.

**8. Commencement and expiry**

8.1 The Agreement shall become effective when the Supplier have signed the Agreement.

8.2 Nordic RCC A/S can at any time terminate the Agreement with 1 month written notice unless otherwise agreed in the contract.

**9.Dispute resolution & choice of law**

9.1 Any dispute arising out or relating to the Agreement including disputes regarding the existence or validity of the Agreement, shall be settled by mediation arranged by the Danish Institute of Arbitration in accordance with the rules on mediation adopted by the Danish Institute of Arbitration and in force at the time when a request for mediation is submitted.

9.2 Mediation shall not affect the right of a Party to initiate arbitration proceedings in accordance with the provisions below or to take any other legal steps in relation to the dispute.

9.3 If the mediation proceedings are terminated without a settlement, the dispute shall be subject to arbitration arranged by the Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by the Danish Institute of Arbitration and in force at the time when such proceedings are commenced.

9.4 The Agreement and any disputes arising out of or relating to the Agreement shall be governed by Danish law