

CONTRACT

Purchase of a Mass Spectrometer System

Between

Danish Emergency Management Agency
Kemisk Beredskab
Universitetsparken 2
DK-2100 København Ø
Denmark

VAT no. DK 52990319

Hereinafter named "**DEMA**"

and

Name of Contractor
X

VAT no. X

Hereinafter named "**the Contractor**"

(hereinafter individually referred to as "a Party" and collectively as "the Parties")

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1. Preamble

This Contract has been entered into between DEMA and the Contractor with reference to TED contract notice no. X

2. Definitions

In this Contract the following terms shall have the meaning herein assigned to them:

The Contract : This means this "Contract Purchase of a Mass Spectrometer System" between the Parties, including agreed amendments, appendices and addendums to this agreement.

The Contract Price : The total sum in DKK, excluding value added tax, to be paid by DEMA under the Contract.

The Contractor : The physical or legal person with whom DEMA concludes this Contract.

The Parties : DEMA and the Contractor

The Contract Period : The period of time in which the Contract concluded between DEMA and The Contractor is binding for the Parties.

The Product(s) : The product(s) and documentation to be delivered under this Contract as specified in Appendix 1

Working day : Monday to Friday incl., except Danish national holidays, 24 December, 31 December and 5 June.

3. General Conditions and Principles of Interpretation

DEMA is not bound by any amendment or modification to this Contract in the absence of a written contract signed by an authorized employee of DEMA. The Contractor's General Terms and Conditions of Sales and Services quoted as a part of the Contractor's sales documents are regarded as non existent for the purposes of this Contract.

4. Appendices

Appendices to this Contract form an integral part of this Contract.

Appendix 1 The Contractor's tender X dated X, 2018 including functional and technical specifications.

Appendix 2 Specification of Acceptance Criteria for X.

Appendix 3 The Contractor's CE marking statement

In the event of any inconsistency between the written agreement and any appendix, the written agreement shall prevail.

5. Supply

The Contractor shall deliver the Product(s) as specified in Appendix 1 and perform any other obligations as specified in this Contract.

6. Ordering

DEMA has ordered the Product(s) from the Contractor by signing the Contract. The Contractor has confirmed this order by signing the Contract.

7. Documentation

7.1 General documentation

The Contractor undertakes to deliver operation manual, brochures, data sheets, spare parts lists, maintenance, and security instructions in English. Documentation in other languages will be subject to a special agreement.

7.2 CE-marking

See Appendix 3.

8. Quality of the Products

The Product(s) must be of a quality as specified in Appendix 1. If the Product(s) do not fulfil the specifications of Appendix 1 or the warranty given by the Contractor, the Product(s) will be considered defective.

Furthermore, the Product(s) shall be deemed to have a defect if the Product(s) do not possess such properties or do not work in such a manner as DEMA may reasonably expect on the basis of the content of the present Contract.

The Contractor warrants that the Product(s) delivered are in compliance with applicable mandatory rules.

9. Term

This Contract will come into force upon the day of the last Party to sign.

The Contract will end upon expiry of the warranty period.

10. Prices

All prices are in Danish Kroner ("DKK").

The Contract Price which DEMA shall pay the Contractor for the Product(s) is X DKK.

The Contract Price is fixed.

The Contract Price is inclusive of any customs, duties, and all expenses on the part of the Contractor but exclusive of VAT.

11. Terms of Payment

80 % of the total contract price shall be paid against invoice upon delivery (once the delivery notice is signed by the DEMA consignee) and

20 % will be paid against invoice once the acceptance tests are completed and satisfactory (according to the requirement of appendix 2 of this contract).

The terms of payment are in any event current month + 30 days.

Invoicing will be done by the Contractor in Danish Kroner (DKK).

Invoice(s) must be sent to:

Danish Emergency Management Agency
Kemisk Beredskab
Universitetsparken 2
DK-2100 København Ø
Denmark

EAN no. 5798000201705

The Contractor's right to payment shall not be subject to pledging or assignment without DEMA's prior written acceptance.

12. Price Regulation Clause

The prices may only be adjusted in case DEMA requests modifications of the Products including the design and/or material.

13. Terms of Delivery

13.1 Delivery address

The Contractor shall deliver the Product(s) subject to DDP (INCOTERMS 2010) to the laboratory at the 7th floor at
Danish Emergency Management Agency
Kemisk Beredskab
Nørre Allé 67
DK-2100 København Ø
Denmark

13.2 Delivery note

Delivery notes in one copy shall be placed on the outside of each parcel.

13.3 Packing and Protection

It is the Contractor's responsibility that all Product(s) are contained and/or stored in a secure and appropriate packing suitable for domestic and/or

overseas transport, with due consideration to the properties, nature and composition of the goods supplied. All packing costs are included in the Contract Price.

13.4 Inspection

DEMA will inspect the Product(s) together with the Contractor.

14. Time of Delivery

The Contractor shall deliver the Product(s) no later than X, 2018.

DEMA reserves the right to defer the time of delivery without hereby incurring extra costs.

Deferment of the time of delivery by more than 1 week from the original date agreed shall be negotiated with the Contractor.

15. Passing of risk

The Contractor shall bear the risk of the Product(s) until delivery to DEM A has taken place on the agreed time and place as specified in Clause 13 and 14.

16. Delay in Delivery and Penalty

If the Contractor fails to deliver within the agreed time, DEM A shall be entitled to liquidated damages in the amount of 0.5 % of the Contract Price, per commenced week of delay, however, limited to a maximum of 10 % of the Contract Price.

The penalty does not preclude DEM A the right to damages in accordance with the general rules of Danish law.

If delivery is delayed for more than 3 months, DEM A has the right to terminate the Contract and seek damages without limitation in accordance with the general rules of Danish law for any loss suffered in consequence thereof.

17. Rejection of Deliveries

In case of wrong and/or defective deliveries, DEM A reserves the right to invoice the administration costs to the Contractor for inspecting the Product(s). Return sendings shall be at the Contractor's expenses and risk.

18. Spare Parts

The Contractor undertakes to be able to repair, renovate, and deliver spare parts for the Product(s) for a period of 8 years after DEM A has officially been given notice in writing of cessation of the production of the Product(s) provided that the necessary spare parts are still available from subcontractor(s) if any.

As to the Contractor's own production of Product(s), the Contractor undertakes to be

able to deliver spare parts for a minimum of 10 years after cessation of the production of the Product(s).

19. Damages and product liability

The Parties shall be liable to pay damages in accordance with the general rules of Danish law.

The Contractor shall bear full Product Liability in accordance with general rules of Danish law.

DEMA has the right to choose whether claims for damages shall be forwarded against the Contractor or the subcontractor, if any.

To ensure fulfilment of product liability, the Contractor undertakes to take out the necessary insurance and/or otherwise provide the necessary documentation to DEMA.

20. Force Majeure

Under the present Contract, it is only possible for the Contractor to invoke force majeure covered by the ordinary definition of force majeure according to Danish law and as provided for in the Danish Sales of Goods Act.

In any event, the following circumstances constitute grounds for relief if they impede the performance of the Contract: import restrictions, strikes, lockouts, war, terrorism, natural catastrophes and the like.

The circumstances described above constitute grounds for relief only if they affect the performance of the Contract and could not have been foreseen at the time of conclusion of the Contract.

In case of relief, each party must as soon as possible return what they have received from the other party.

Circumstances experienced by a subcontractor shall only be regarded as force majeure in case the subcontractor is faced with the circumstances described above as constituting force majeure provided that such circumstances could not have been foreseen by subcontractor and which the Contractor could not have avoided or overcome.

21. Third party claims

The Contractor warrants that the use of the Product(s) by DEMA is not conditional or dependent upon the use of (intellectual) rights or knowledge belonging to any third party.

In the event that any third party raises objections and/or claims stating that the Products infringe any third party rights, the party receiving the claim shall immediately notify the other party thereof.

The Contractor is under obligation to indemnify DEMA for all claims raised by any third party or parties for alleged violation of patents, licences, protection of trade marks

and/or design, copyright, know-how etc. in respect of the Product(s).

22. Subcontractors

If the Contractor makes use of subcontractors, the Contractor is liable to DEMA for all acts, omissions and claims which follow from breach of this Contract by the subcontractor in exactly the same manner and under the same circumstances as the Contractor is liable for its own acts and omissions towards DEMA.

23. Warranty

The Contractor undertakes a full and complete two (2) years warranty period taking effect from the date of successful acceptance test.

Payment of the warranty is part of the Contract Price and the Contractor is not entitled to any additional payment for issuing the warranty. If the Contractor proves that a defect is caused by DEMA, the Contractor is entitled to payment for all costs undertaken for remedying the defect.

DEMA shall give the Contractor written notice of any defect without undue delay after the defect has been observed. The notice shall contain a description of the defect.

The Contractor shall be liable for the Product(s) of its Subcontractors, if any, in exactly the same manners as for its own Product(s).

24. Renegotiations of the Contract

The substantial parts of this Contract cannot be negotiated.

DEMA has the right to demand, at any time, a renegotiation of the stipulations laid down in the present Contract, as far it does not constitute substantial parts of this Contract.

25. Assignment

The Contractor is not entitled to transfer its rights or duties under this Contract to any third party without prior written consent from DEMA. DEMA is bound by the tender rules and permission for assignment can therefore only be granted in special cases.

DEMA is entitled to transfer its rights under this Contract to any other legal entity without obtaining consent from the Contractor.

26. Professional Secrecy

The Contractor, her/his directors, employees, advisers or representatives undertake unconditionally to maintain and keep confidential any information concerning DEMA's relations, which the Contractor may obtain knowledge of in connection with the deliveries under the present Contract. Nor is the Contractor allowed to inform or disclose to any third party any drawings and/or other documentation received from the DEMA.

The name "DEMA" and any trademark of DEMA must not be subject to any kind of advertising, used or referred to in any other way without the prior written consent by DEMA.

27. Termination

DEMA has tendered this Contract in accordance with applicable law including the public procurement legislation. In the event that an administrative authority, including but not limited to the Complaint's Board for Public Procurement (Klagenævnet for Udbud), the Danish Competition and Consumer Authority (Konkurrence- og Forbrugerstyrelsen) or the European Commission, or a Danish or European court of law, decides or rules that the public procurement rules or other legislation has been infringed in relation to the award of the Contract with the consequence that the award decision is annulled, DEMA is entitled to terminate the Contract with one month's notice and the Contractor shall not be entitled to any compensation, damages or indemnification. DEMA's right to termination under this Clause shall also apply in the event that the decision, ruling or judgment is appealed.

Furthermore, the Parties shall have the right to terminate this Contract in the event of the other Party committing a material breach of this Contract.

In the event of termination under this Clause, the Contractor is obliged to take back the Product(s) and refund DEMA the full amount of the price as set out in Appendix 1. In such case DEMA shall pay to the Contractor the direct and documentable costs incurred by the Contractor prior to the time of cancellation, as well as costs that the Contractor cannot with reasonable endeavours avoid – such as the time of use of the Product(s) by DEMA.

28. Choice of Law and venue

All disputes arising out of or in connection with this Contract concerning the existence, validity, obligations, duration, interpretation etc. of this Contract shall be governed by the laws of Denmark excluding any choice of law rules provided that any such rules would lead to the application of other laws than the laws of Denmark, and shall be finally settled by arbitration in accordance with rules of Danish Act No. 553 of 24 June 2005 on arbitration and the rules laid down by Voldgiftsinstituttet (Danish Institute of Arbitration).

Arbitration will take place in Copenhagen, Denmark.

The arbitration tribunal shall consist of three members if the disputed amount is above DKK 1 million elected by the Parties as set out below. If the amount is under DKK 1 million, the court of arbitration shall consist of one member jointly elected by the Parties.

The arbitration tribunal shall be elected in accordance with the following rules:

1. The Party, who seeks arbitration, must give written notice by certified letter to the other Party stating that he/she seeks arbitration and stating the questions which he/she will present to the arbitration tribunal, the arguments upon which he/she will base his/her claims as well as the name of the person whom he/she has chosen as his/her member of the arbitration tribunal.
2. The other Party must within three weeks by certified letter inform the first Party of the name of the person whom he/she has elected as his/her member of the arbitration tribunal. If the selection of a member of the arbitration tribunal has not taken place within three weeks, the first Party is entitled to have the president of the Eastern High Court of Denmark appoint this member of the arbitration court.
3. The two members of the arbitration tribunal elect the president of the arbitration court, who must have a law degree. If the two members of arbitration tribunal cannot agree on electing a president of the arbitration tribunal in two weeks time, any member of the arbitration tribunal may have the president of the Eastern High Court of Denmark appointing a president of the arbitration court.
4. If the arbitration tribunal shall consist of only one arbitrator and the Parties have not agreed on the election within 3 weeks from the written notice by the Party seeking arbitration, the arbitrator shall be appointed by the president of the Eastern High Court in Denmark.

The language of the arbitration court will be English unless the Parties agree on using another language.

The ruling of the arbitration court is final and binding for the parties in accordance with the Danish Act on arbitration.

The Parties accept and agree that in addition to the aforesaid the Parties are entitled to seek injunctive relief as a remedy for any breach or threatened breach of this Contract.

29. Copies of the Contract

This Contract is issued in two (2) identical copies, of which the Contractor receives one and DEMA the other.

30. References at the Contractor

Name	Phone	e-mail
X	X	X

31. References at DEMA

Name	Phone	e-mail
X	X	X

32. Signing of the Contract

The Contract includes the appendices set out in Clause 4.

The present contract is only valid when duly signed by the Parties below.

Acceptance of the Contract:

Place, the X

Copenhagen, the X

Name X

Name X

The Contractor

DEMA