

## GENERAL TERMS OF PURCHASE

These General Terms of Purchase ("**TC**") apply to all purchase of goods, materials, and services ("**Purchases**") made by the Baettr Group, including its Affiliates ("**Baettr**"), from the recipient of the order to which the TC are attached ("**Supplier**"). "**Affiliates**" mean an entity of the Baettr Group. Baettr and Supplier are referred to as the "**Parties**", and each individually to as a "**Party**". The TC take precedence over Supplier's terms and other terms provided or referred to by Supplier, regardless of whether Supplier has referred or may refer to them in offers, order confirmations, emails, letters, on websites, etc., unless those terms are expressly accepted by Baettr in writing.

### 1. Placement of orders

- 1.1 If Baettr places an order with Supplier ("**Purchase Order**"), the Purchase Order will be considered an offer to Supplier, and Supplier shall accept or reject the Purchase Order within 3 business days from the date of the Purchase Order.
- 1.2 A Purchase Order will be binding for the Parties once Supplier has accepted it.
- 1.3 The TC will apply to Purchase Orders.
- 1.4 If there is a conflict between the TC and Baettr's Purchase Order, the Purchase Order will prevail.
- 1.5 Modifications of, or comments to, the Purchase Order by Supplier are only valid if accepted by Baettr in writing.

### 2. Price and payment terms

- 2.1 Price and payment terms will be agreed in the Purchase Order.
- 2.2 Supplier shall, for each Purchase Order, present an invoice to Baettr, which specifically mentions the agreed terms.
- 2.3 The prices stated in the Purchase Order will be fixed, final, and binding. The currency will be either INR or EUR. VAT will be excluded, but other costs associated with the delivery provided, hereunder taxes, duties, levies, charges, travel costs, etc. will be included. This includes costs for transport, shipping, handling, wrapping, labeling, and packaging.
- 2.4 The terms of payment are 60 days to the end of the month from receipt of correct invoice from Supplier. However, Baettr shall not pay until Supplier has fulfilled its obligations in accordance with the Purchase Order.
- 2.5 Baettr may set-off and retain payments to the extent, it is permitted by law.

### 3. Delivery terms and delay

- 3.1 Supplier shall deliver Purchases "delivered at place" ("**DDP**") as defined in the Incoterms 2020.
- 3.2 The labelling and packaging requirements with respect to the Purchases must be agreed between the Parties in the Purchase Order. Packing materials shall to the extent possible be reusable, recyclable, and environmentally friendly.
- 3.3 Only delivery on the agreed date and place of delivery is considered timely delivery. Delivery must take place within Baettr's opening hours or the opening hours of the place of delivery. A delay in delivery is considered a material breach of the Purchase Order. In any case, Supplier shall immediately notify Baettr by writing of a delay or expected delay in delivery.
- 3.4 Baettr shall not accept: (i) early, partial, delayed, nor excess delivery of Purchases; nor (ii) delivered Purchases that: (a) are defective in accordance with clause 6.1; (b) do not comply with the agreed packaging; or (c) are not accompanied by the relevant documentation or certificates (in each case or (i) or (ii) an "**Incomplete Delivery**").
- 3.5 In the event of an Incomplete Delivery, Baettr may choose to terminate or maintain the Purchase Order. In case of a partial delivery, Baettr may terminate the Purchase Order with respect to the non-delivered part.

- 3.6 In addition to clause 3.5, Baettr may claim liquidated damages in the amount of 0.5 % of the entire Purchase Order value per day until the Purchase Order has been terminated or the Incomplete Delivery has been remedied, however, up to a maximum of 35 % of the entire Purchase Order value.
- 4. Changes of Purchase Orders**
- 4.1 Baettr may request changes to the design, drawings, specifications, quantities, delivery dates, and other terms of a binding Purchase Order. If a requested change affects the delivery date or the price, Supplier shall notify Baettr within 3 business days after Baettr's request, to allow Baettr to decide, whether Baettr wants to maintain the requested change.
- 5. Transfer of title and risk**
- 5.1 The transfer of title and risk to Baettr will happen at the time of delivery according to clause 3.1.
- 6. LIABILITY FOR DEFECTS**
- 6.1 Supplier warrants that the Purchases are not defective. The Purchases are considered defective if they: (i) do not correspond with Supplier's information, or to the specifications specified by Baettr; (ii) are not suitable for their usual purpose; (iii) do not comply with applicable rules and standards; or (iv) otherwise do not conform to common good practice or standards for the type of Purchases concerned.
- 6.2 Baettr may consider the entire delivery of Purchases as defective if a part of the delivery is defective.
- 6.3 Baettr may reject the delivery of Purchases by providing a notice of rejection to Supplier in case of defects which are apparent on normal visual inspection.
- 6.4 If the Purchases are defective, Baettr may terminate the Purchase Order in whole or in part and return the delivered Purchases to Supplier at Supplier's expense and risk, or to demand delivery of substitute goods. If Baettr does not terminate the Purchase Order, Baettr may claim a price reduction and claim damages, including operating losses and other consequential losses and costs, as well as internal losses, etc., arising directly or indirectly.
- 6.5 Baettr's payment of the Purchases does not imply a waiver of claims against Supplier in the event of defects.
- 7. NOTICE OF DEFECTS**
- 7.1 Supplier will be liable for defects in the Purchases discovered within 24 months of the date of delivery. Baettr will not be obligated to inspect the Purchases.
- 7.2 Baettr shall notify Supplier of defects within 14 days of becoming aware of the defect. Baettr's payment of Supplier's invoice will not be considered as acceptance of the delivery and the condition of the Purchases.
- 8. PRODUCT LIABILITY**
- 8.1 Supplier is liable for damage to persons and/or property caused by the Purchases, including damage to products that are manufactured by Baettr. Supplier's liability under this clause 0 applies regardless of when the damage occurs and whether the damage is suffered by Baettr or third party.
- 9. Liability and indemnity**
- 9.1 Supplier shall indemnify and hold Baettr harmless from the costs, losses, and damages incurred by Baettr due to Supplier's breach of the Purchase Order or Supplier's negligence.
- 10. Intellectual property rights**
- 10.1 Supplier warrants that the Purchases, as well as the use of the Purchases, do not infringe intellectual property rights, licenses, copyrights, proprietary designations, or other rights of third parties.
- 10.2 Supplier shall indemnify Baettr from the costs, losses, and damages incurred by Baettr due to the Purchases' infringement of intellectual property rights.
- 10.3 If the Purchases infringe intellectual property rights, Supplier shall, at its own cost, modify the Purchases to be non-infringing or obtain or maintain the rights to overcome the infringement.
- 10.4 Supplier shall not use trademarks, logos, brand names, patents, or other intellectual property rights of Baettr's.

**11. Compliance**

11.1 Supplier shall ensure that all Purchases comply with applicable laws with all legal and regulatory requirements of the importing country, exporting country, and country of destination. This includes the directive of hazardous substances and safety recommendations of the respective country, as well as Supplier's employees' working hours, minimum wages and other legal requirements. Supplier shall hold Baettr harmless from and against claims against Baettr in case Supplier violates this clause 0.

**12. Retention of title**

12.1 A retention of title to the Purchases requires Baettr's explicit accept in writing.

12.2 Ownership of the Purchases will transfer at the time of delivery.

**13. Force majeure**

13.1 Neither Party will be liable for a breach of the Purchase Order, if the breach is caused by an extraordinary event or circumstances which the affected Party could not have foreseen, avoided, nor limited, and which are outside the control of that Party.

13.2 The affected Party shall immediately notify the other Party in writing of events or circumstances covered by clause 13.1, and shall take reasonable measures to overcome the situation.

13.3 If a Party is affected by events or circumstances covered by clause 13.1 for 10 business days or more, the other Party may terminate the Purchase Order with immediate effect without liability.

**14. Confidentiality**

14.1 Images, drawings, calculations, prices, descriptions and other documents, or know-how ("**Confidential Information**") provided by Baettr to Supplier are confidential, and Supplier shall not disclose Confidential Information to third parties and shall not use the Confidential Information for other purposes than for the performance of its obligations under the Purchase Order.

14.2 Confidential Information disclosed by Baettr belongs to Baettr.

14.3 This clause 0 will survive for 5 years after the earlier of delivery of the Purchases or termination of the Purchase Order.

14.4 On Baettr's request, Supplier shall return, destroy, or delete Confidential Information disclosed by Baettr.

**15. Termination**

15.1 Before delivery of the Purchases Baettr may terminate a Purchase Order, provided Baettr compensates Supplier for the reasonable and documented costs incurred by Supplier due to the termination.

15.2 If Supplier has materially breached an obligation under the Purchase Order, Baettr shall notify Supplier in writing with a detailed description of the breach. Supplier will have 15 days from the receipt of the notice to remedy the breach and to notify Baettr in writing that the breach has been remedied. If the breach is not remedied within the 15 days, Baettr may by written notice terminate the Purchase Order with immediate effect.

15.3 Each Party may terminate a Purchase Order, if the other Party goes bankrupt or otherwise becomes insolvent.

**16. Disputes, applicable law and place of jurisdiction**

16.1 Disputes arising from the contractual relationship must be settled according to Danish law under the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

16.2 Disputes arising out of or in connection with the Agreement, including disputes regarding its existence, validity, or termination, must be settled by arbitration in Copenhagen, Denmark and administrated 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 those proceedings are commenced. The language of the arbitration must be English.

**17. Notices**

17.1 Notices or other communication related to a specific Purchase Order must be in writing and in English.

**18. Miscellaneous**

- 18.1 Supplier shall comply with the "Ten principles of the UN Global Compact", hereunder with respect to: (i) international human rights; (ii) employment standards of the relevant country; (iii) no forced labor or child labor and discrimination of any kind; (iv) fighting corruption; and (v) environmental protection.
- 18.2 Baettr may visit the site of Supplier to verify that Supplier complies with its obligations under the Purchase Order.
- 18.3 Supplier shall comply with Baettr's Code of Conduct and Health, Safety, Environment & Quality (HSEQ) Policy. The current version of the Code of Conduct and the HSEQ Policy are published on the website of Baettr ([www.baettr.com](http://www.baettr.com)). Supplier shall not use the materials stated on the list of poisonous and harmful materials ("Chemical Blacklist") in the Purchases. The current version of the Chemical Blacklist is published on the website of Baettr ([www.baettr.com](http://www.baettr.com)).
- 18.4 If a provision of the Purchase Order is found invalid, this will not affect the validity of the remaining provisions of the Purchase Order.
- 18.5 Supplier shall not assign or transfer one or more rights or obligations under the Purchase Order, without Baettr's written consent, provided that Supplier may so assign or transfer to an affiliate on terms, where Supplier remains liable under the Purchase Order unless, in Baettr's reasonable judgment, that affiliate is not sufficiently creditworthy.
- 18.6 Supplier shall not use trademarks, logos, brand names, patents, or other intellectual property rights of Baettr.
- 18.7 Each Party confirms that: (i) it has the capacity to enter into the Purchase Order and to assume its obligations under the Purchase Order; (ii) it is not a party to an agreement with a third party, which is reasonably likely to adversely affect its own and/or the other Party's ability to perform its respective obligations under the Purchase Order; (iii) its performance of its obligations under the Purchase Order will not violate an agreement with a third party to which it is a party; (iv) it is granted no exclusive rights under the Purchase Order; (v) its obligations under the Purchase Order are legal, valid and binding and do not conflict with laws applicable to it nor its constitutional documents; (vi) it complies with the applicable laws; and (vii) that it is a limited liability company duly organized, validly existing and in good standing.