

General Terms and Conditions for Purchasing by the Deutsche Telekom Group (GTC Purchasing)

Part B: Specific terms for Denmark

1. Quality Management, Environmental Protection

Contractor has to adhere to Customer's requirements for quality management and environmental protection. If stipulated in the specification of the order or agreement, Contractor shall document the application of a quality management system in accordance with DIN EN ISO 9001:2000 or TL 9000 and shall provide data with respect to the metrics described in the TL 9000 Quality Management System Measurements Handbook.

2. Default

- (1) In the event of default by either Party, the statutory provisions shall apply, unless otherwise provided for below or in the order or other agreement between the Customer and the Contractor.
- (2) Also a default of Customer with regard to payment shall require a prior written reminder of no avail from Contractor.
- (3) If a penalty is agreed, Customer may reserve the contractual penalty right any time up to the Customer's final payment.

3. Product Liability

- (1) Insofar as Contractor is accountable for a damage on the basis of product liability, Contractor undertakes to indemnify Customer against any claims for damages by third parties upon first written request by the Customer.
- (2) In addition, Customer shall be entitled to reimbursement of all costs and expenses incurred in this context, in particular those incurred by product recalls. Customer shall notify Contractor of the type and scope of recall actions, if this is possible and can be reasonably expected.
- (3) Customer shall inform Contractor of the assertion of claims based on product liability and shall not make any payments or recognize any claims without consultation with Contractor.
- (4) Other statutory claims shall remain unaffected.

4. Transfer of Risk, Acceptance, Inspection for Defects

- (1) For the transfer of risk and title the statutory provisions shall apply, unless otherwise agreed or stated herein.
- (2) The supply of movables which are to be manufactured or produced as well as installation services require a written acceptance "*godkendelse*" by Customer. The

transfer of risk occurs with acceptance. Any implied acceptance, in particular by Customer's use of the products or services, is excluded.

- (3) Except as set forth above with regard to deliveries, the risk is transferred to Customer upon arrival at the place of receipt and upon counter-signing of the delivery note. Upon delivery, Customer shall inspect the delivery only for obvious defects (identity, completeness and damages in transit). In the case of large-scale deliveries, Customer shall be allowed to narrow the inspection to random checks. In all other respects, Customer is released from the obligation to inspect and object to defects set forth in Section 47 of the Danish Sale of Goods Act "*Købeloven*".

5. Liability for Defects

- (1) Contractor shall be liable for defects during the periods prescribed by statute, commencing on the date of transfer of risk or, if acceptance has been provided for, upon acceptance by Customer, and guaranteeing the contractual and defect-free condition and defect-free functioning of the products or services for which Contractor is responsible. The period of liability is extended by the time the products or services can not be used correctly.
- (2) The statutory provisions shall apply to defects arising during the limitation period "*forældelsesfrist*" for claims for defects. Contractor is obliged to bear the cost of all expenses arising in connection with the liability for defects. Other statutory claims available to Customer shall remain unaffected.
- (3) Unless longer limitation periods are provided by law, Customer's claims due to warranty of title are subject to a limitation period of two years from the time a third party alleges infringement of intellectual property rights or any other rights or Customer becomes aware of the defect of title otherwise.

6. Work permit/residence permit

- (1) Where employees, vicarious agents or subcontractors without Danish citizenship are deployed, Contractor hereby assures that (i) all necessary official approvals have been obtained and (ii) all formal requirements set out in directive 96/71/EC are complied with and that employment terms applicable for any employee deployed is drafted in full compliance therewith. Under no circumstances may employees, vicarious agents or subcontractors who are not in possession of a valid

work permit and a valid residence permit be deployed. Contractor shall indemnify Customer from any legal consequences resulting from failure to comply with these requirements.

- (2) As an independent contractor, Contractor shall undertake to properly submit any value-added tax received to the tax office and to independently and properly pay tax on any remuneration received from Customer.

7. Invoices, Terms of Payment, Taxes

- (1) The payment period shall be 60 calendar days net. The payment period shall commence on the first day after receipt of the verifiable invoice which meets the requirements of this section, but not before performance/acceptance of the service. The date on which Customer submits the remittance order shall be authoritative for compliance with the payment period, whereby the period between the end of the payment period and the specific Payment Date shall not be taken into account. Customer and Contractor may agree on a different payment term in writing.

- (2) If a credit note procedure has been agreed, the following provisions shall apply in deviation from respectively in addition to the provisions of this section:

Customer effects payments without Contractor submitting invoices. The payment period shall commence when Customer has finished entering the data, but no later than three working days after submission of the delivery note/service confirmation and not before provision/acceptance of the service. The service shall be billed on the basis of the delivery note/service confirmation. Contractor shall receive a credit note from Customer on a monthly basis by the third working day of the following month as proof of the services recorded by Customer electronically. The credit note shall show the services according to type and quantity, as well as the net prices, the value-added tax rate, the value-added tax amount and the total amount for each delivery note/service confirmation.

- (3) The liability for value-added tax shall pass to Customer if Contractor is not a Danish company and the services or sales performed under a contract for work and materials by Contractor are taxable in Denmark (Section 46 in the Danish Value-Added Tax Act "*Momsloven*"). In such a case, Contractor shall not itemize Danish value-added tax in the invoice. If Contractor brings items from a third country to Denmark in order to provide the aforementioned services or work and if in this connection turnover taxes on imports are levied, these taxes shall be borne by Contractor.

8. Assignment of claims

Contractor's claims against Customer may only be assigned with the express written consent of Customer's procurement unit.

9. Final Provisions

The laws of the Denmark shall apply, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods and provisions referring to foreign law. The venue shall be at the court with jurisdiction at Customer's principle place of business. However, Customer shall also be entitled to have recourse to the court with jurisdiction at Contractor's principal place of business.
