

Basic terms and conditions

for the procurement of products and services

Version 8.2

1. INTRODUCTION

The agreement consists, collectively, of the purchase order, the Supplier's standard terms, if any, and these basic terms and conditions.

In case of any discrepancy, the purchase order shall take precedence over these basic terms and conditions, and the basic terms and conditions shall take precedence over the Supplier's standard terms, if any.

The "Buyer" means the Danish Ministry of Defence Acquisition and Logistics Organisation (DALO). The "Supplier" means the supplier of the products or services supplied under the agreement. The "Deliverables" means all products and services to be delivered by the Supplier pursuant to the purchase order, including any supplementary products and services, such as spare parts, documentation, etc.

2. CONFIDENTIALITY

The Supplier shall treat all information related to the agreement as commercially confidential and is not entitled to publish or in any other way pass on information to the public or to any third parties with the exception of information disclosed to subcontractors for the purpose of performing the agreement.

3. PAYMENT

The Buyer shall pay all invoices no later than 30 (thirty) calendar days after the Supplier's electronic submission of an invoice, provided that the invoice in question contains all the relevant information.

Any payment made by the Buyer shall not limit the Buyer's right to claim defects or delays or to otherwise exercise any of its remedies under the general rules of Danish law.

The Supplier may issue an invoice when the Supplier has delivered the Deliverables free of defects in accordance with the agreement. Invoices shall be submitted to:

Forsvarsministeriets Regnskabsstyrelse
(Danish Defence Accounting Agency)
Arsenalvej 55
DK-9800 Hjørring
Denmark

Supplier with a Danish business registration (CVR) number:

In accordance with the Order on Electronic Invoicing of Public Authorities, the Supplier shall submit invoices electronically (e-invoicing) and comply with applicable e-invoicing requirements.

The invoice shall comply with a number of requirements laid down in section 57(1) of the Order on Value Added Tax (momsbekendtgørelsen).

Invoices shall as a minimum contain:

- a) Agreement number if relevant
- b) Electronic invoicing address (EAN number)
- c) Purchase Order number and/or recipient of invoice (the recipient's e-mail address)
- d) Date of issue/invoice date
- e) Consecutive invoice number
- f) The seller's business registration (CVR) number
- g) The seller's name and address
- h) The Buyer's name and address
- i) The quantity and type of the products/services supplied
- j) The date on which the delivery of the products/services was carried out/completed if the date is different from the invoice date
- k) VAT base
- l) Applicable VAT rate
- m) Total VAT amount payable

If the invoice has not been received, the invoice has not been sent electronically, or does not meet the above requirements or applicable e-invoicing requirements, payment shall be deferred until the relevant information is received.

Nor shall interest be claimed until a correct invoice has been received and the payment deadline for that invoice has been exceeded.

The Danish Business Authority's website provides [guidance](#) on the invoice form:

[\(https://virk.dk/myndigheder/stat/ERST/selvbetjening/NemHandel_Fakturablanket/Vejledning-Nemhandel-Fakturablanket/\)](https://virk.dk/myndigheder/stat/ERST/selvbetjening/NemHandel_Fakturablanket/Vejledning-Nemhandel-Fakturablanket/),

The company [guide](#) contains requirements for e-invoicing:

[\(https://virksomhedsguiden.dk/content/ydelser/hvad-er-e-fakturering-og-hvornaar-skal-du-bruge-det/2edbbe11-6c48-4306-b42f-023b6dd6c0e8/\)](https://virksomhedsguiden.dk/content/ydelser/hvad-er-e-fakturering-og-hvornaar-skal-du-bruge-det/2edbbe11-6c48-4306-b42f-023b6dd6c0e8/).

The invoice shall be submitted in OIOUBL or PEPPOL format. Further information is available at:

<http://oioubl.info/classes/da/index.html>

<https://peppol.org/documentation/technical-documentation/post-award-documentation/>

If the invoice is sent via a scanning agency, it is still the Supplier's responsibility that the invoice complies with the applicable e-invoicing requirements.

Forsvarsministeriets Regnskabsstyrelse (Danish Defence Accounting Agency) will reject invoices that do not comply with the applicable e-invoicing requirements.

Further information or requests regarding payment, e.g. credit notes, reminders, bank statements, etc., may be sent by e-mail to FRS-KTP-KRE@MIL.DK.

Supplier without a Danish business registration (CVR) number from EU countries:

The Supplier shall submit invoices in PEPPOL or PDF format. Invoices in PDF format shall be sent to both FRS-KTP-KRE-INVOICE@MIL.DK and FMI-KTP-SC-IMPORT@MIL.DK. Invoices in PEPPOL format shall only be sent to FMI-KTP-SC-IMPORT@MIL.DK.

The invoice shall comply with a number of requirements laid down in section 58 of the Order on Value Added Tax (the VAT Order).

Invoices shall as a minimum contain:

- a) Agreement number if relevant
- b) Electronic invoicing address (EAN number)
- c) Purchase Order number and/or recipient of invoice (the recipient's e-mail address)
- d) Date of issue/invoice date
- e) Consecutive invoice number
- f) The seller's business registration (CVR) number
- g) The seller's name and address
- h) The Buyer's name and address
- i) The quantity and type of the products/services supplied
- j) The date on which the delivery of the products/services was carried out/completed if the date is different from the invoice date
- k) The Buyer's business registration (CVR) number
- l) Zero ratet, free of VAT eller reverse charge
- m) Reference to national VAT Act or Directive

If the invoice has not been received or does not meet the above requirements, payment shall be deferred until the relevant information is received. Nor shall interest be claimed until a correct invoice has been received and the payment deadline for that invoice has been exceeded.

Further information or requests regarding payment, e.g. credit notes, reminders, bank statements, etc., may be sent by e-mail to FRS-KTP-KRE@MIL.DK.

Supplier without a Danish business registration (CVR) number from countries outside the EU:

The Supplier shall submit invoices in PEPPOL or PDF format. Invoices in PDF format shall be sent to both FRS-KTP-KRE-INVOICE@MIL.DK and FMI-KTP-SC-IMPORT@MIL.DK. Invoices in PEPPOL format shall only be sent to FMI-KTP-SC-IMPORT@MIL.DK.

Invoices shall as a minimum contain:

- a) Agreement number if relevant
- b) Purchase Order number and/or recipient of invoice (the recipient's e-mail address)
- c) Date of issue/invoice date
- d) Consecutive invoice number
- e) Payment details
- f) The seller's name and address
- g) The Buyer's name and address

- h) The quantity and type of the products/services supplied
- i) The date on which the delivery of the products/services is carried out/completed if the date is different from the invoice date
- j) The name of the bank
- k) The bank's registration number (Routing Number/ ABA number)
- l) Account number
- m) Swift/BIC address
- n) IBAN (to countries with IBAN)

If the invoice has not been received or does not meet the above requirements, payment shall be deferred until the relevant information is received. Nor shall interest be claimed until a correct invoice has been received and the payment deadline for that invoice has been exceeded.

Further information or requests regarding payment, e.g. credit notes, reminders, bank statements, etc., may be sent by e-mail to FRS-KTP-KRE@MIL.DK.

4. PACKAGING

If the agreement covers delivery of products, the Supplier shall ensure that the Deliverables are properly packed, taking into account the means of transport used by the Buyer and the transport distance.

If the Deliverables contain dangerous goods or other goods that require special handling, information regarding such handling shall be included in the Deliverables and be stated in the delivery note.

If the Deliverables contain dangerous goods, the individual items, parcels and packages shall be packed using the relevant UN approved and certified packaging in accordance with the regulations of the respective modes of transport (IATA, ICAO, ADR, RID and IMDG).

If the agreement covers the delivery of products at one of the Buyer's main depots in Vojens or Hjørring, the packaging of the Deliverables shall, in addition to fulfilment of the above requirements, also fulfil the requirements stated in the remainder of this provision:

- The Deliverables shall be packed on standard euro pallets (1/1, 1/2 or 1/4) unless the nature

of the Deliverables entails that this is not possible.

- If so, packaging shall be agreed with the Buyer at FMI-KTP-SC-PACK@MIL.DK.
- In addition, the Deliverables shall be packed so that re-packaging is not necessary. Boxes etc. shall not protrude from the ground profile of the pallet.
- The height of the pallet shall not exceed 120 cm, and its weight shall not exceed 500 kg (Hjørring)/800 kg (Vojens).
- Delivery of, e.g., small packages, a single small box or similar (max. 12 kg) may, however, take place without the use of a pallet without separate agreement with the Buyer.

The following information shall be stated on each euro pallet/box/unit in the form of both a bar code (GS1-128) and alpha-numerical text under the bar code:

- Purchase order number/Agreement number (AI: 400)
- NATO stock number (AI: 7001)
- Supplier's part number (AI:01/02)
- Batch/LOT number (if relevant) (AI:10)
- Serial number, if applicable (AI:21)

If used, the serial number shall be labelled on the individual unit and stated in both the invoice and the delivery note.

Each bar code shall have a minimum height of 6 mm, and lines shall have a thickness of 3 points.

The euro pallets/boxes/units shall be labelled with the Purchase order number/Agreement number, NATO stock number and the date of packaging.

The label shall have a size of at least 10x15 cm and shall be placed on both the short and the long side of the euro pallet.

Each box shall be marked individually with a bar code. The bar codes shall be placed in the same place on all boxes and shall be visible when the boxes are loaded on the euro pallet.

5. DELIVERY NOTE

All deliveries of Deliverables shall be accompanied by a delivery note containing, as a minimum, the following information:

- (i) Purchase order number;
- (ii) the position number(s) on the purchase order of the products delivered;
- (iii) material numbers of the products delivered;
- (iv) the quantity per position number; and
- (v) the quantity of all products covered by the delivery note.

6. CSR

In the performance of its obligations under the agreement, the Supplier, and any subcontractors contributing to the performance of the agreement, shall comply with the requirements concerning labour clause, corporate social responsibility (CSR) and international sanctions, as described on the Buyer's CSR webpage.

The CSR Requirements which appear on the Buyer's CSR website on conclusion of the agreement, is thus included as an integral part of the agreement.

Buyer's CSR webpage:

<https://www.fmi.dk/en/sus/corporate-social-responsibility/csr-in-current-agreements/csr-requirements-in-dalo/>

7. APPLICABLE LAW AND VENUE

Any disputes arising out of or in connection with the agreement shall be governed by Danish law, substantive as well as procedural, however excluding the Danish choice-of-law rules and the United Nations Convention on the International Sale of Goods (CISG).

Any dispute as mentioned above, including any disputes regarding the existence, validity or termination of the agreement, shall be settled by the Danish ordinary courts of justice.