

## Conditions of sale and delivery, HITSA A/S

### 1. VALIDITY

1.1 These Terms and Conditions of Sale, Delivery and Payment (hereinafter referred to as "the Terms") apply to all quotes, orders and deliveries from HITSA A/S, CVR no. 28 85 41 02 (hereinafter referred to as "the Company"), to any customer (hereinafter "the Purchaser") (hereinafter referred to collectively as "the Parties"), unless otherwise expressly agreed in writing. The Company is not bound by any terms issued by the Purchaser, including any purchase terms, even if the Company has not objected to such terms.

2. **PRODUCT INFORMATION & PRIVACY:** All information on weight, dimensions and quality, as well as technical and other data appearing in catalogues, brochures and other advertising and information material are for guidance only and are only binding when they are expressly included as part of the Parties' agreement. The Company is otherwise entitled to change specifications if this is required to comply with applicable regulations and legal requirements, including EU regulations, or if the change will not affect either quality or performance. All illustrations, technical drawings and brochures provided by the Company before or after the conclusion of the agreement remain the property of the Company and shall be returned to the Company immediately upon request from the Company. Such material shall be treated in the strictest confidence and shall not be used, copied or disclosed without written agreement or otherwise misused. The Purchaser undertakes, moreover, in general to observe confidentiality in respect of any circumstances concerning the Company that the Purchaser becomes aware of as a result of the information exchanged between the Parties in the course of their dealings.

3. **QUOTES:** If the Company submits a quote that does not specify a specific deadline for acceptance, the quote automatically lapses if the quote is not accepted by the Purchaser within 30 days of the date of the quote.

4. **PRICE:** All prices are in DKK and exclusive of VAT, customs duties, taxes, transport costs, and all other costs incurred by the Purchaser as a result of the agreed EXW Incoterms® 2020 clause, see below. All prices are otherwise quoted subject to no change in costs beyond the control of the Company prior to delivery, including any change in exchange rates, adjustment of VAT rates, other government charges or significant changes in the cost of labour or materials or other costs of suppliers that shall entitle the Company, if applicable, to adjust the quoted price accordingly in writing prior to delivery. Costs arising from changes to the order requested by the Purchaser or due to its circumstances or instructions, including failure to provide necessary information, shall be borne by the Purchaser. For sales to Purchasers based in countries that are members of the common currency union (the Euro), prices are quoted in EUR and otherwise exclusive of the above costs and subject to the same reservations.

5. **DELIVERY:** Unless otherwise agreed in writing between the Parties, the stated delivery times are EXW (Incoterms® 2020) Albuén 37, 6000 Kolding, subject to possible time delays, see below. When using EXW, the goods are considered delivered and the order is considered complete from the moment the goods are made available for the Purchaser to collect from Albuén 37, 6000 Kolding. If the order confirmation specifies a specific date for delivery, delivery shall be deemed to be on time if delivery takes place within the period of one week before the specified date. If a specific week is specified as the delivery date, the delivery is considered to be on time if the delivery takes place in the period from three working days before. The delivery time is fixed by the Company at its best estimate and if this cannot be met, the Purchaser will be notified accordingly and, as far as possible, of the time when delivery can be expected to take place. Any delay shall not entitle the Purchaser to cancel the purchase and/or claim any financial compensation from the Company.

6. **PACKAGING:** Packaging can only be returned by prior written agreement. The return of packaging is at the Purchaser's expense and risk. Crediting for the Purchaser's packaging will take place upon receipt and approval of the packaging by the Company.

7. **FORCE MAJEURE:** In the event of force majeure, including but not limited to: labour disputes, strikes, lockouts and any other circumstance beyond the control of the Parties, such as fire, war, mobilisation, unforeseen military call-up, acts of sabotage, seizure, currency restrictions, import bans, export bans, riots, civil commotion, pandemics including any resultant restrictions, shortage of means of transport, lack of energy supply, accidents in production, general shortage of goods, shortage of means of transport, restrictions on fuels and shortages of supplies from subcontractors or delay in such supplies caused by any of the circumstances mentioned in this paragraph, including the above examples, the Company shall be entitled to defer or cancel the execution of an order. In the event of deferred execution or cancellation, the Purchaser may not claim damages or make any other claim against the Company.

8. **DEFECTS & WARRANTY:** Upon delivery, the Purchaser must immediately undertake an examination of the goods sold as required by proper business practice. Complaints regarding defects that are or should have been discovered during this examination must be submitted in writing to the Company within 8 days of receipt of the goods. The Company is entitled to reject complaints received after the expiry of the above time period. A complaint must be submitted in writing and contain a precise description of the nature of the defect or deficiency. Complaints of partial delivery do not justify cancellation of the back order. The Company is entitled to either remedy the defect, replace the defective goods, or offer an appropriate reduction in the purchase price. The Company's liability for defects shall not include defects arising from intervention in and/or alteration of the goods sold by third parties, natural wear and tear, incorrect or careless handling, overloading, or failure to observe the operating and maintenance instructions supplied. With regard to any defects in the goods sold that the Purchaser has either discovered or should have discovered during its thorough examination of the goods sold at the time of delivery, the Company undertakes, for a period of 12 consecutive months after delivery has taken place, to redeliver the goods/remedy the matter in the case of defects due to faulty materials or workmanship. However, the Purchaser is obliged to immediately complain to the Company if the Purchaser discovers such defects. Where the Company uses subcontractors, the warranty shall apply from the date of delivery by the subcontractor to the Company. The Company's warranty for the subcontractor's work shall not exceed the subcontractor's warranty to the Company. The Company accepts the construction supply clause pursuant to AB18 section 12 (5) upon contract signature. After the liability for the delivery has transferred to the Purchaser, the Company shall have no liability for defects beyond the obligations set out in these Terms.

9. **RETURNS:** The sold goods may only be returned after prior written agreement with photo documentation and after obtaining a return goods order number. Returns are at the Purchaser's expense and risk, with reference to the Company's invoice number and the date of the original delivery. Returned goods will be credited after inspection and acceptance, normally at 80% of the invoice price (unless otherwise agreed in writing), less any additional costs incurred by the Company for inspection and preparation/repair. If the Company incurs shipping costs, etc., the Company shall also be entitled to claim reimbursement for these from the Purchaser and to offset such costs against any claim on the part of the Purchaser against the Company.

10. **PRODUCT LIABILITY:** The Company is not liable for any damage to real estate or movable property that occurs while the sold item is in the Purchaser's possession. Nor is the Company liable for any damage to products manufactured by the Purchaser or to products in which they are incorporated. The Company shall not be liable for any loss of operating losses, loss of earnings, or any other indirect loss.

Where the Company is subject to product liability to third parties, the Purchaser shall indemnify the Company to the extent that the Company's liability is limited under these Terms. If a third party presents a claim against one of the Parties for liability for damages under this point, the relevant Party shall promptly notify the other Party. The Purchaser shall be obliged to bring an action before the same court as will hear the claims for damages against the Company in respect of damage allegedly caused by one of the Company's deliveries. The Company's liability for product damage shall never exceed the coverage of the Company's product liability insurance in force at any time.

11. **PAYMENT:** Payment terms are 14 days net, unless otherwise stated in the order confirmation. If the due date is exceeded, and the Company is not responsible, 2% of the invoice amount will be levied per month or part thereof, plus an administration fee. The Company reserves the right to change the interest rate in the event of changes in Danmarks Nationalbank's discount rate. The Purchaser shall not be entitled to offset any counterclaims against the Company that have not been acknowledged in writing by the Company and shall not be entitled to retain any part of the purchase price on account of counterclaims of any kind.

12. **LIMITATION OF LIABILITY:** Any claim for damages against the Company may not exceed the invoice amount for the item sold. The Company shall not be liable for operating losses, loss of earnings, or other indirect losses arising from the agreement, including indirect losses arising from delay or defects in the goods sold.

13. **OWNERSHIP:** The Company retains ownership rights to sold products until the purchase price, including any sums outstanding for transport, installation, interest and other costs, has been paid in full. The retention of title does not affect the transfer of risk.

14. **JURISDICTION AND APPLICABLE LAW:** The place of jurisdiction for any dispute arising out of this agreement shall be the registered office of the Company with jurisdiction in Kolding, Denmark. Danish law shall apply to the settlement of any dispute between the parties.