



TERMS AND CONDITIONS OF SALE AND DELIVERY

MedUnless otherwise explicitly stated in a written agreement, the following sales and delivery terms exclusively apply as conditions for all agreements with and deliveries from Nexion Northern Europe A/S ("Stenhøj"), regardless of any opposing or deviating terms in the order or acceptance given by the buyer.

1. Offer, Order and Acceptance

Købers Buyer's orders and purchases of any kind are only binding for Stenhøj when the buyer has received a written order confirmation from Stenhøj. Offers from Stenhøj, which do not specify a particular acceptance period, expire if an acceptance from the buyer is not received by Stenhøj within 30 days from the date of the offer. Changes or additions to an original agreement are not binding for Stenhøj without written confirmation from Stenhøj. The agreed delivery date is only valid if the buyer has been credit approved, if prepayment has been received on Stenhøj's bank account on time, or if a letter of credit has been received on time. Cancellation of orders for standard products that have been manufactured or are under manufacturing can only be accepted against a cancellation fee of up to 50% of the order amount unless otherwise expressly agreed in writing. Cancellation of orders for special products can only be accepted against a cancellation fee of up to 80% of the order amount unless otherwise expressly agreed in writing.

2. Stenhøj's Service

Stenhøj's service only includes what is stated in Stenhøj's offer/order confirmation, and under the following terms, Stenhøj commits to delivering a product of usual good quality in terms of material and workmanship. Information contained in catalogs, price lists, and other product information from Stenhøj is only binding for Stenhøj to the extent the agreement with the buyer explicitly refers to such information. Stenhøj reserves the right to make changes to the information contained in the mentioned material without notice. All drawings and technical documentation and all intellectual property rights, including software, and similar materials and information provided by Stenhøj to the buyer remain the property of Stenhøj. The material may only be used in connection with the use and maintenance of the products delivered by Stenhøj and may not be copied, reproduced, handed over to, or otherwise made available to unauthorized third parties by the buyer.

3. Delivery

Unless otherwise expressly agreed, delivery is made at Stenhøj's warehouse (Incoterms 2010 "Ex Works"), so that the buyer bears the risk for accidental events affecting the goods when they are ready for collection, or if the delivery conditions deviate from ex Stenhøj's warehouse, when delivery has taken place. Stenhøj does not accept postponed delivery dates from the buyer unless the buyer has submitted a written request no later than 3 weeks before the agreed delivery of standard products and 6 weeks before the agreed delivery of special products or before the delivery of orders with a combination of both standard and special products. If a timely request is not made, Stenhøj will invoice the buyer on the agreed delivery date. The buyer will be charged a handling and storage fee of 2% of the total order amount per commenced month if the products are stored at Stenhøj's address beyond 14 days from the agreed delivery date. Stenhøj is entitled to deliver products up to 5 working days before the agreed delivery date. Stenhøj is entitled to make partial deliveries and pay for all additional costs resulting from this. To the extent that Stenhøj, according to a separate agreement with the buyer, assists in arranging the transport of the goods, this is done exclusively at the buyer's expense and risk. In the absence of another written agreement between the parties, it is the buyer's responsibility to insure the goods from the time of delivery, including taking out any transport insurance. If the goods are to be installed, assembled, or mounted by Stenhøj or its subcontractor according to a separate written agreement with the buyer, so that Stenhøj has accepted the risk for the goods until they are installed, assembled, or mounted, the buyer is obliged to ensure that the goods are insured or co-insured by the buyer or a third party (e.g., by the builder or general contractors in the form of Contractors All Risk/Erection All Risk) with Stenhøj as the insured party until the goods are installed, assembled, or mounted by Stenhøj or its subcontractor.

4. Prices

Unless otherwise expressly agreed, the price applies ex warehouse, excluding transport, packaging, VAT, and other charges. Orders under DKK 1,000 will be subject to a handling fee of DKK 59.

5. Payment Terms

Unless otherwise expressly agreed, payment must be made in accordance with the payment terms stated on the invoice and, in the absence of **another agreement, net cash**. If payment is not made on time, interest on arrears of 2% per month will be charged. Furthermore, reminder letters containing a separate reminder fee will be sent. Stenhøj also informs the buyer that ongoing credit assessments of credit customers are conducted with approved credit reporting agencies.



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6. Delay

Unless otherwise stated in writing in Stenhøj's offer or order confirmation or the parties' agreement, the delivery time stated by Stenhøj is estimated to the best of Stenhøj's ability. If the stated delivery time is exceeded, the buyer can, by written notice to Stenhøj, demand delivery and set a reasonable deadline, which cannot be less than 3 weeks, but at least 6 weeks if the goods are specially manufactured for the buyer or goods that are not normally stocked by Stenhøj. If Stenhøj does not deliver within this extended deadline, and this is not due to circumstances for which the buyer is responsible, the buyer can, by written notice to Stenhøj, cancel the agreement regarding the part of the delivery that has not been made. If the goods are specially manufactured for the buyer or are not normally stocked by Stenhøj, it is additionally a condition for the buyer's right to cancel the agreement that the buyer documents that the delay means that the buyer's purpose for the purchase will be significantly frustrated if the buyer has to accept the goods despite the delay. Furthermore, the buyer cannot make any claims against Stenhøj as a result of the delay.

7. Creditor's Default

If the buyer, after the delivery time has arrived, fails to collect the purchased goods, Stenhøj is entitled to sell to a third party and use the proceeds to offset Stenhøj's claims against the buyer, after having given written notice to the buyer to accept the service anew.

8. Defects

Stenhøj commits to remedy any documented defects in the service delivered by Stenhøj, which are due to errors in material and/or workmanship, or to make a replacement if the buyer has timely and properly complained in accordance with the provisions set out in clause 11 below and within a period of 12 months from the date of Stenhøj's delivery to the buyer. Stenhøj is entitled to choose between remedy and replacement. The buyer is obliged to give Stenhøj access to remedy at an agreed time, where the purchased goods must be made available to Stenhøj. Stenhøj's liability for defects lapses if repairs are made to the purchased goods without Stenhøj's written approval, or if the delivered goods are otherwise treated incorrectly, and the remedy is initiated without prior written agreement with Stenhøj.

9. Product Liability

Stenhøj is liable for product liability in accordance with applicable law. The coverage amount is a maximum of DKK 10,000,000 per year for product liability and to cover ingredient damage/loss and component damage/loss. Product liability does not include transport and recall costs and similar. To the extent that Stenhøj has provided advice to the buyer, Stenhøj is only liable for damages resulting from the advice due to Stenhøj's negligence. The buyer's compensation claim cannot exceed the amount of the agreed advisory fee – and in the absence of a separately agreed advisory fee – the part of the purchase price for a product that can reasonably be attributed to the advice. Stenhøj is not liable for errors or damages caused by independent subcontractors. It is specified (with reference also to clause 10) that Stenhøj is under no circumstances liable for loss of operations, lost profits, or other indirect losses.

10. General Disclaimer

Stenhøj cannot be held liable for delays and defects beyond what is stated in clause 6 and clause 8. If Stenhøj is held liable for damages as a result of the use that the buyer may make of the delivered service, including resale, which exceeds Stenhøj's liability under this provision or product liability under clause 9, the buyer is obliged to indemnify Stenhøj for this liability, and the buyer is also obliged to be sued in the court handling the claim against Stenhøj. Stenhøj can under no circumstances be held liable for loss of operations, lost profits, or other indirect or consequential damages, including costs for detecting or locating defective products or damages.



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11. Complaint and Inspections Obligation

The buyer is obliged to carry out a thorough inspection to determine whether the service complies with the purchase agreement upon delivery of Stenhøj's service. The buyer is obliged to immediately complain about defects discovered during this inspection, and the buyer cannot later invoke defects that could have been discovered during such an inspection. In the event that the delivered service has hidden defects, the buyer is obliged to immediately complain about these defects, otherwise the buyer will lose the right to invoke the defects against Stenhøj. In any case, Stenhøj's liability for defects lapses 12 months after the delivery date. The buyer must send a written complaint to Stenhøj immediately after discovering a defect.

12. Return of Goods

Goods are only accepted for return upon prior written agreement with Stenhøj, and then only subject to a return fee equivalent to a minimum of 50% of the invoice price of the goods, unless otherwise agreed in writing. Goods that are specially manufactured for the buyer or are not normally stocked by Stenhøj will under no circumstances be accepted for return.

13. Force majeure

Stenhøj is entitled to cancel orders or postpone the agreed delivery of services, and furthermore, is exempt from liability for any missing, defective, or delayed delivery that is wholly or partially beyond Stenhøj's reasonable control, such as riots, war, civil unrest, terrorism, governmental actions or interventions, fire, strikes, lockouts, export or import bans, incomplete or defective deliveries from subcontractors, labor shortages, fuel shortages, raw material shortages, illness, accidents in production or testing, or lack of energy supply. All buyer's rights are suspended or waived in such cases. In case of cancellation or postponed execution, the buyer cannot claim damages or make any other claims against Stenhøj.

14. Retention of Title

Stenhøj reserves the ownership of the sold goods until the entire purchase price, including interest and any costs, has been paid. The buyer is not entitled to make dispositions that diminish Stenhøj's retention of title.

15. Jurisdictions and Choice of Law

Any dispute between the parties shall be governed by Danish law and shall be settled by the jurisdiction of Stenhøj's venue. However, Stenhøj shall be entitled to demand that a dispute be settled by arbitration in accordance with the rules of the Danish Arbitration Institute.

Effective from January 1, 2023