

General Terms and Conditions EXPO-NET Danmark A/S

Januar 2021

1. Offers and acceptance of orders:

If EXPO-NET Danmark A/S has submitted a written offer not stipulating any time for acceptance, the offer will lapse if a conforming written acceptance has not arrived at EXPO-NET Danmark A/S within 5 weeks, at the latest, from the date of the offer.

Orders are not binding on EXPO-NET Danmark A/S until these have been confirmed in writing by EXPO-NET Danmark A/S.

The quantity stated in the order may deviate by +/-5% without this having any influence on the price quoted.

The goods will be delivered according to EXPO-NET Danmark A/S's general specifications for the product concerned. Variations in colour shade will not entitle the customer to give notice of defects.

Assistance free of charge with technical guidance, measuring, calculation of quantity, etc. based on drawing materials received etc. is exclusively a service, for which EXPO-NET Danmark A/S assumes no responsibility.

All information in brochures, catalogues, pricelists, etc. regarding weight, dimensions, capacity, performance, and other technical data are approximate and only binding insofar as these are explicitly referred to in the order confirmation, the offer or in an email.

The customer is not entitled to change, postpone or cancel an order confirmed. In that case, the customer is liable in damages for any cost or loss inflicted on EXPO-NET Danmark A/S as a consequence thereof.

EXPO-NET Danmark A/S assumes no liability for any errors or for information in any written material regarding the goods, prepared by EXPO-NET Danmark A/S's suppliers. This applies to all kinds of sales material, descriptions, user instructions, etc.

2. Prices:

Except if otherwise stated, the goods will be delivered at the prices quoted by EXPO-NET Danmark A/S at the time of delivery, viz. in DKK, USD, AUD, or EUR, and exclusive of freight, packaging, costs of drawings, and print plates, as well as VAT, if applicable.

3. Terms of payment:

Amounts due are payable on or before the due date stated in the invoice. In case of payment after the due date, interest will be added in accordance with the provisions of the Danish Interest Act. Any interest accrued is due for payment immediately in priority to any other debt incurred in connection with current payments.

If payment for a supply is not settled when due, EXPO-NET Danmark A/S is entitled to withhold all further supplies to the customer without incurring liability in damages, irrespective of whether the supplies

have any correlation. If the customer's ability to pay, at EXPO-NET Danmark A/S's discretion, is impaired after placing of the order, EXPO-NET Danmark A/S is entitled to demand payment in advance of the purchase price or irrevocable security for payment of the purchase price by the due date as a condition for executing the order.

4. Delivery and dispatch:

All goods will be delivered FCA Hjørring, Denmark, and all dispatches are for the customer's own account and risk. The customer shall further send a copy of the export declaration to EXPO-NET Danmark A/S as evidence of correct exportation out of the EU.

The method of dispatch will be determined by EXPO-NET Danmark A/S at the company's own discretion without liability for any differences of freight.

The indicated times of delivery are estimates, and EXPO-NET Danmark A/S is not responsible for any delay in delivery.

Strikes, lockouts, operating disturbances, and delayed delivery from sub suppliers, etc. will always extend the time of delivery correspondingly.

If due to force majeure it is impossible or it involves extraordinary difficulties to procure materials or execute the order, EXPO-NET Danmark A/S is entitled to cancel the offer or the order.

5. Retention of title:

All goods delivered remain EXPO-NET Danmark A/S's property until full payment has been made, including interest and costs. As long as full payment has not been made, the customer undertakes to exercise due care in respect of the goods and to ensure that these are properly insured.

6. Return of goods:

Any order is binding on the customer, and defect-free goods may only be returned as specifically agreed. If return of such goods is agreed upon, the customer must expect that only 80% of the invoiced sales price will be reimbursed, less any costs etc. incurred by EXPO-NET Danmark A/S in connection with the sale.

Return of special fittings and other specifically manufactured goods will never be accepted, nor will goods that have been put into use by the customer or damaged goods.

7. Delay:

If a specific time of delivery has not been agreed, and delivery has not been effected within one month upon EXPO-NET Danmark A/S's final acceptance of the order, the customer is entitled to notify EXPO-NET Danmark A/S in writing that the order will be cancelled if delivery has not taken place within 21 days upon

EXPO-NET Danmark A/S's receipt of the customer's notice.

If after the expiry of the said 21 days' period, delivery has still not been effected, the customer may cancel the order without any liability in damages for either party.

Apart from the above, the customer has no other remedies for breach in case of delay, and EXPO-NET Danmark A/S is in no event liable for any indirect loss caused by delay, including e.g. business interruption, time loss, loss of profits, or loss of earnings.

8. Liability for defects and complaints:

EXPO-NET Danmark A/S is liable for documented design faults, manufacturing defects, and defects in material in respect of the goods delivered as well as for incorrect performance, however, subject to the exceptions specified below.

EXPO-NET Danmark A/S is obligated and entitled to remedy defects established, without the customer being alternatively entitled to demand compensation or a proportionate reduction of the price.

Only EXPO-NET Danmark A/S or persons instructed by EXPO-NET Danmark A/S may take action to remedy, and the right to remedy will lapse if the customer has first allowed others to carry out repair or make changes in the goods.

The customer is only entitled to carry out repair by itself if explicitly accepted by EXPO-NET Danmark A/S, or if absolutely required for avoiding or limiting widespread personal injury or damage to the goods.

EXPO-NET Danmark A/S is not liable for damage to products incorporating the sold goods.

EXPO-NET Danmark A/S is in no case liable for indirect loss due to defects, including e.g. business interruption, time loss, loss of profits, or loss of earnings.

The customer shall immediately upon receipt of the goods check that these are consistent with the parties' agreement. Should the customer establish any errors or defects in the goods delivered, EXPO-NET Danmark A/S must be informed thereof immediately and within 8 days, at the latest, upon establishment of the errors or defects concerned, as remedy for defective performance will otherwise be forfeited.

9. Product liability:

9a – Delimitation of liability

Personal injury or property damage, which is due to a defective product brought into circulation by EXPO-NET Danmark A/S, where the object concerned is by nature generally designed for non-commercial use, will be compensated insofar as it is proved that EXPO-NET Danmark A/S is liable for such injury or damage, see the current Danish rules on product liability in force at any time.

9b – Indirect loss

EXPO-NET Danmark A/S is in no case liable for indirect loss due to injury caused by a defective product, including e.g. business interruption, time loss, loss of profits, or loss of earnings.

9c – Several liable parties and right of recourse

EXPO-NET Danmark A/S is not liable for injury or damage caused by a product incorporating EXPO-NET Danmark A/S's products as an intermediate product if such injury or damage is due to a defect in the finished product or to instructions given by the manufacturer of the finished product or if the quality management in a subsequent link is not consistent with fair practice.

Should EXPO-NET Danmark A/S be held responsible for a product liability in relation to a third party, the customer shall indemnify EXPO-NET Danmark A/S to the same extent as EXPO-NET Danmark A/S's liability is limited under these General Terms and Conditions, including for injury or damage due to the customer's misuse of or directions on the product. The buyer must accept to be sued before the same court of law considering the claim for damages brought against EXPO-NET Danmark A/S due to a claim advanced by a third party.

Should a third party advance a claim against the customer for compensation under this provision, the customer shall immediately notify EXPO-NET Danmark A/S accordingly.

10. Exemption from liability:

The following events are deemed to be force majeure resulting in exemption from liability if preventing delivery in time and/or non-defective supply on the part of EXPO-NET Danmark A/S or if rendering performance unreasonably onerous: fire, explosion, natural disaster, epidemic, pandemic, war, riot and civil commotion, state of emergency, mobilization or similar military action, seizure, currency restrictions, import or export bans, non-delivery or defective delivery from sub suppliers, interruption of production, lack of energy or transport facilities, strike, lockout, or other events of a similar nature beyond EXPO-NET Danmark A/S's control, whether occurring to EXPO-NET Danmark A/S itself or to its suppliers. The list is not exhaustive.

In the event that force majeure has prevented delivery for more than 4 months, both parties are entitled to rescind the contract but are beyond that not entitled to demand any form of compensation, neither for direct nor for indirect loss.

11. Choice of law and venue:

Any dispute arising between EXPO-NET Danmark A/S and the customer is to be decided under Danish law without regard to any principles of private international law, specifying any other choice of law such dispute to be settled by the District Court of Hjørring, Denmark, regardless of where the customer is registered or resident.

EXPO-NET Danmark A/S may demand that the dispute is settled by arbitration before the Danish Building and Construction Arbitration Board pursuant to the rules laid down in the standard document for building and construction industry, AB92.