

STANDARD TERMS AND CONDITIONS OF SALE

Last updated: June 2024

1. SCOPE

These Standard Terms and Conditions of Sale (“**Terms and Conditions**”) shall apply to all (including future) business transactions between Weissenborn A/S (“**Weissenborn**”) and purchasers of goods or clients of services or contractual work including, but not limited to, planning, development and services. Any deviating or conflicting (or additional) general terms and conditions of the contracting party (hereinafter “Buyer”) shall not be binding on Weissenborn, unless expressly accepted by Weissenborn in writing. This requirement for approval shall apply even if Weissenborn performs delivery to the Buyer without reservations while being aware of the Buyer’s deviating or conflicting general terms and conditions. Individual agreements (e.g. framework supply agreements, quality assurance agreements) and information in Weissenborn’s order confirmation shall take precedence over these Terms and Conditions. In case of doubt, commercial clauses shall be interpreted in accordance with the Incoterms® published by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract. The products being the object of the sale or delivery of Weissenborn or the contractual performances of Weissenborn shall be hereinafter referred to as the “**Products**“. Written form within the meaning of these Terms and Conditions includes written and text form (e.g. letter, e-mail, fax).

2. FORMATION OF CONTRACT; AMENDMENTS

Purchase orders and all relating declarations shall only be binding in written form. In any case, a contract shall only be deemed to have been entered into, however, when Weissenborn has confirmed the Buyer’s order by written order confirmation. Any deviating, conflicting and/ or additional terms in the Buyer’s purchase order or other documents or forms shall not be binding on Weissenborn unless accepted by Weissenborn in writing. No amendments shall be effective unless agreed upon in writing. An order can only be cancelled with Weissenborn’s written consent and on the condition that the Buyer compensates Weissenborn for all costs incurred due to the cancellation.

3. QUOTATION

Weissenborn's written quotations shall be valid for thirty (30) days from the date thereof unless otherwise stated therein. For clarification reasons, this does not include budgetary quotes as those are non-binding.

4. SPECIFICATION, PRODUCT INFORMATION, PRICES

Weissenborn reserves the right to make any changes in the specification of the Products which are required to conform with any applicable statutory requirements or, where the Products are to be supplied to the Buyer's specification, which do not materially affect their quality or performance. Information and data contained in brochures, price lists and other materials shall be binding on Weissenborn only if and to the extent that they are by reference expressly included in. Weissenborn reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Products to reflect an increase in the costs to Weissenborn which is due to any external factor beyond the control of Weissenborn (such as foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of materials or other costs of manufacture) or any change in delivery dates. The prices issued by Weissenborn are quoted on EXW Weissenborn's premises (Incoterms) net, unless expressly agreed otherwise. The applicable value added tax (VAT) shall be separately invoiced to the Buyer in accordance with the statutorily prevailing amount.

5. DRAWINGS AND DESCRIPTIONS

All drawings and technical documents relating to the Products or their manufacture submitted by one party to the other, prior or subsequent to the formation of the contract shall remain the property of the submitting party. Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than installing, commissioning, operation or maintenance of the Products. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Weissenborn shall, if so requested by the Buyer, provide information and drawings necessary to permit the Buyer to install, commission, operate and maintain the Products. Such information and drawings shall be supplied in the number of copies agreed upon or at least one copy of each. Weissenborn shall not be obliged to provide manufacturing drawings and/or documents for the Products or spare parts.

6. ACCEPTANCE TESTS

Acceptance tests provided for in the contract shall, unless otherwise agreed, be carried out at the place of manufacture during normal working hours. If the contract does not specify the technical requirements applicable, the tests shall be carried out in accordance with the general practice applied by the Weissenborn manufacturing unit in question. Weissenborn shall notify the Buyer of the acceptance tests in sufficient time to permit the Buyer to be represented at the tests. If the Buyer is not represented at the test despite prior notice, the test report shall be sent to the Buyer and shall be deemed to have been accepted by the Buyer as accurate. If the acceptance tests show the Products not to be in accordance with the contract, Weissenborn shall without delay remedy any deficiencies in order to ensure that the Products comply with the contract. New tests shall then be carried out at the Buyer's request, unless the deficiency was insignificant, either at the place of manufacture or, should the parties so agree, at the Buyer's premises. Weissenborn shall bear all costs for acceptance tests carried out at the place of manufacture. The Buyer shall however bear all travel and accommodation costs and expenses for its representatives in connection with such tests. Should any new tests be carried out at a place other than the place of manufacture, the costs of such tests shall be carried by the Buyer.

7. DELIVERY

In any case and irrespective of the agreed terms of delivery and trade term, Weissenborn is deemed to fulfil its obligation to deliver on the date when the Products are registered as ready for shipment on the agreed date. The terms of delivery, including the transfer of risk and the division of costs, shall be determined in accordance with the relevant quotation, order confirmation by Weissenborn, or contract. In case no such reference is made, delivery shall take place in accordance with the trade term EXW Weissenborn's premises (Incoterms). Weissenborn is hereby authorized to procure, on the Buyer's behalf, transportation and insurance related thereto on usual terms at the Buyer's risk and expense. Unless otherwise agreed, partial deliveries and transshipment shall be permitted unless the Buyer cannot be reasonably expected to accept them. If the parties, instead of specifying the date for delivery, have specified a period of time on the expiry of which delivery shall take place, such period shall start to run on the date when Weissenborn has received the Buyer's order, all information necessary for the processing thereof and any advance payment, D/C and/or other security agreed. Unless expressly otherwise stated by Weissenborn, all times or dates for delivery given are estimates only. While Weissenborn takes every effort to meet the estimated (not binding agreed) times or dates for delivery, failure to comply with such estimates shall not be a breach of contract. Should Weissenborn anticipate that it will not be able to comply with a time or date given for delivery, it shall forthwith notify the Buyer thereof in writing, stating the reason, and, if possible, the new time when delivery can be expected.

If delay in delivery is caused by any circumstances mentioned in Clause 16 below or by an act or omission on the part of the Buyer, the time for delivery shall be extended by a period which is reasonable having regard to all the individual circumstances of the case. This provision applies regardless of whether the cause for the delay occurs before or after the agreed time or date for delivery. The occurrence of Weissenborn's delay in delivery shall be determined in accordance with the statutory provisions. In any case, however, a reminder by the Buyer shall be required. If a binding time or date for delivery has been agreed to by Weissenborn in writing and the Products are not ready for shipment at such agreed time or date due to a reason attributable to Weissenborn, other than excusable causes referred to in Clause 16 below (Force Majeure) or an act or omission on part of the Buyer, and such delay causes actual damage to the Buyer, the Buyer shall be entitled to liquidated damages at the rate of 0.2 (zero point two) % for each completed week of delay, calculated on the price (excluding VAT) of the delayed Products; provided that Weissenborn's maximum total liability is limited to three (3) % of the said price. Weissenborn reserves the right to prove that the Buyer has not suffered any damage or that the damage is significantly less than the aforementioned liquidated damages, but not prior to the completion of the delivery or termination of the agreement pursuant to this Clause 7. Such request may be made in writing to Weissenborn only within three (3) months from the date of delivery of the delayed products or termination of the agreement pursuant to this Clause 7. The liquidated damages shall be paid upon the Buyer's written request, but not prior to the completion of the delivery of the delayed Products or the termination of the contract pursuant to Clause 7 below. If a reasonable deadline to be set by the Buyer for the delivery, which shall not be less than four (4) weeks, has expired unsuccessfully or is dispensable according to the statutory provisions, the Buyer shall be entitled to terminate the contract in respect of such part of the Products as cannot in consequence of Weissenborn's failure to deliver be used as intended by the parties. If the Buyer terminates the contract it shall be entitled to compensation for the loss it has suffered as a result of Weissenborn's delay. The total compensation, including the liquidated damages which are payable hereunder, shall not exceed that part of the purchase price which is attributable to the part of the Products in respect of which the contract is terminated. The Buyer's rights in case of delay of ~~von~~ Weissenborn shall be limited to right to the right to liquidated damages and the right to termination of the contract with the right to limited compensation as provided above. All other claims against Weissenborn based on Weissenborn's delay shall be excluded. If the Buyer anticipates that it will be unable to accept delivery of the Products at the delivery time, it shall forthwith notify Weissenborn thereof stating the reason, and, if possible, the time when it will be able to accept delivery. If the Buyer fails to accept delivery at the delivery time it shall nevertheless pay any part of the purchase price which becomes due on delivery as if delivery had taken place. Weissenborn shall arrange for storage of the Products at the risk and expense of the Buyer. Weissenborn shall also, if the Buyer so requires, insure the Products at the Buyer's expense.

Unless the Buyer's failure to accept delivery is due to Force Majeure pursuant to Clause 16 below beyond the Buyer's control, Weissenborn may by notice in writing require the Buyer to accept delivery within a final reasonable period. If, for any reason for which

Weissenborn is not responsible, the Buyer fails to accept delivery within such period, Weissenborn shall be entitled by notice in writing to terminate the contract in whole or in part. Weissenborn shall then be entitled to compensation for the loss it has suffered by reason of the Buyer's default.

8. INSPECTION; RETURNS

Upon receipt of the Products the Buyer shall, without delay, using due diligence, examine the same both in any respect, in particular as to their quality and quantity. Any complaints of erroneous dispatch, defects and/or apparent damage shall be made in writing within undue delay, but in any case not later than eight (8) days from the receipt of the Products by the Buyer. Other defects, which cannot be discovered during investigation, shall be notified by the Buyer in writing without undue delay, but in any case not later than eight (8) days after discovery thereof. The authoritative date is always the date of receipt of the complaint notice by Weissenborn. The complaint notice shall contain a description of the defect. Claims on account of defects shall be excluded if such defect is not notified in good time. No returns of Products shall be accepted without Weissenborn's prior written authorisation.

9. PAYMENT

Payment for the Products shall be made by the Buyer to Weissenborn in such currency, time and manner as are provided for in the relevant quotation, order confirmation or contract. In case no such provision is included therein, payment shall be made in Danish krone (DKK) by bank transfer to an account indicated by Weissenborn. Payment shall not be deemed to have been made until the amount is credited to Weissenborn's account. Any cash discount or deductions is only applicable in accordance with relevant information on the invoice. Withholding of payments due to or the offsetting of counterclaims by the Buyer shall only be permissible if these counterclaims are undisputed or have been legally established. Failure by the Buyer to comply with the terms of payment shall be regarded as a fundamental breach of contract. Where no deferred payment has been granted by Weissenborn, the time for payment shall be due at the date of Weissenborn's invoice. A payment shall be considered effected on the date when the amount in question is wholly and freely at Weissenborn's disposal. In case payment is delayed, Weissenborn shall be entitled to interest on overdue payments at the rate equal to nine (9) percentage points above the base rate of interest p.a. until payment in full is made; the right to claim further damage is reserved.

If the Buyer fails to pay any amounts that are due, or if Weissenborn has reason to doubt the Buyer's ability or readiness to pay, Weissenborn shall be entitled to refuse to make deliveries until the Buyer has provided a sufficient payment security for the performance of the contract. If the Buyer has not paid any amount due within one (1) month from the due date, Weissenborn shall be entitled to terminate the contract by notice in writing to the Buyer and to claim compensation for the loss it has incurred.

Unless otherwise agreed, all bank charges, fees, taxes and costs for remitting payments shall be borne by the Buyer. Unless the Buyer notifies Weissenborn in writing to the contrary within eight (8) days from the date thereof, Weissenborn's invoice shall be deemed to have been accepted.

10. RESERVATION OF TITLE

The Products shall remain the property of Weissenborn until paid for in full to the extent that such retention of property is valid under the applicable law. The Buyer shall at the request of Weissenborn assist Weissenborn in taking any measures necessary to protect Weissenborn's title to the Products or such other right in respect thereof as the law of the state in which the Products are situated permits Weissenborn to retain. The retention of title shall not affect the passing of risk.

11. SOFTWARE

Upon delivery, Weissenborn grants the Buyer a nonexclusive, nontransferable license to use such software as is included in the Products, subject to such terms and conditions as are specified from time to time by Weissenborn or other licensors through software licenses to be delivered in conjunction with the relevant software.

12. DEFECTS; WARRANTY; LIMITATION

Weissenborn warrants that the Products shall at the time of the delivery thereof be free from material and legal defects (including wrong and short delivery as well as improper assembly/installation or inadequate instructions) and conform to the specifications included in Weissenborn's quotation, order confirmation or contract. The details contained therein shall solely be understood as performance specifications and not as quality guarantees. A quality guarantee is only given if it has been explicitly designated as such by Weissenborn in writing prior to conclusion of the contract. Weissenborn's obligation set forth herein shall apply only to failures to meet the foregoing warranties occurring during the Warranty Period (as hereinafter specified), of which Weissenborn is given written notice according to Clause 8 above.

Unless expressly otherwise agreed in writing, the Warranty Period is twelve (12) months from the date of the delivery thereof (date of transfer of risk in accordance with the applicable Incoterm). Insofar as acceptance has been agreed, the Warranty Period shall commence upon acceptance. When a defect in a part of a Product has been remedied, Weissenborn shall be liable for defects in the repaired or replaced part under the same terms and conditions as those applicable to the original Product for a period of twelve (12) months from the date of the delivery thereof (date of transfer of risk in accordance with the applicable Incoterm). The duration of the Warranty Period for the remaining parts of the Products shall not be extended thereby. Notwithstanding anything to the contrary contained herein,

Weissenborn shall not be liable for defects in any part of the Products for more than two (2) years from the date of manufacture of the original Product in question, not, however, exceeding eighteen (18) months from the date of the delivery thereof (date of transfer of risk in accordance with the applicable Incoterm). If any Product or part thereof fails to meet the foregoing warranties, Weissenborn shall, at its sole discretion, either (i) deliver a replacement of the defective Product or part CIP Buyer's premises (Incoterms), or (ii) remedy the Product or part in question, or (iii) refund the purchase price paid by the Buyer therefor, provided that such Product or part is made available to Weissenborn DAP Weissenborn's premises (Incoterms) or as may be otherwise specified by Weissenborn. If the type of subsequent performance chosen by Weissenborn is unreasonable for the Buyer in the individual case, the Buyer may reject it. Weissenborn's right to refuse subsequent performance under the statutory conditions shall remain unaffected. Defective parts which have been replaced shall become Weissenborn's property. Unless expressly otherwise agreed in Weissenborn's quotation or order confirmation or contract, Weissenborn is not obliged to carry out dismantling, removal or reinstallation of any part of the defective Products or the installation, fitting or assembly of a non-defective Products; claims of the Buyer for reimbursement of corresponding costs shall remain unaffected. If the Buyer has given notice according to Clause 8 above and no defect is found for which Weissenborn is liable, Weissenborn shall be entitled to compensation for the costs it has incurred as a result of the unjustified request to remedy the defect if the Buyer knew or could have known that there was actually no defect. Weissenborn is not liable for defects arising out of materials provided by or a design stipulated or specified by the Buyer. Weissenborn is liable only for defects that appear under the conditions of operation provided for in the contract and under proper use of the Products. Weissenborn's liability does not cover defects or damage caused to or by the Products after the passing of risk as a result of improper handling, or storage, faulty maintenance, incorrect installation, or faulty repair by the Buyer, or by alterations carried out without Weissenborn's consent in writing, or excessive strain or use. Further, Weissenborn's liability does not cover normal wear and tear or deterioration.

In urgent cases, e.g. if operational safety is endangered or to prevent disproportionate damage, the Buyer shall be entitled to itself undertake or employ a third party to undertake necessary cure of the defect and to demand reimbursement from Weissenborn of the expenses objectively necessary for this purpose. Weissenborn are to be informed immediately of such a self-cure, if possible in advance. The right of self-cure shall not exist if Weissenborn would be entitled to refuse a corresponding subsequent performance in accordance with the statutory provisions. Where successful remedy have been undertaken by the Buyer or a third party, reimbursement by Weissenborn of reasonable costs incurred by the Buyer shall be in full settlement of Weissenborn's liabilities for the said defect. Where the defect has not been successfully remedied as aforesaid, a) the Buyer shall be entitled to a reduction of the purchase price in proportion to the reduced value of the defect Product, or b) where the defect is so substantial as to significantly deprive the Buyer of the benefit of the contract, the Buyer shall be entitled to withdraw from the contract by written notice to

Weissenborn. The Buyer is then entitled to compensation for the direct loss it has suffered pursuant to Cause 15 below. Notwithstanding the above, with respect to defects in the software contained in the Products, the terms of the respective software license shall apply. The above-mentioned provisions and those of the respective software license set forth the exclusive remedies for claims based upon defects in or nonconformity of the Products supplied by Weissenborn, whether the claim is in contract, warranty, tort (including negligence) or otherwise. Any claims of the Buyer for reimbursement of expenses shall be excluded. The Buyer shall only be entitled to claims for damages or reimbursement of futile expenses due to defects of the Products pursuant to the provisions of Clause 15 below.

13. LIABILITY FOR DAMAGE CAUSED

Subject to the provisions of Clause 15 below, Weissenborn shall be liable for property damage or bodily injury caused by the Products delivered by Weissenborn or caused by Weissenborn's employees, representatives and of persons engaged by Weissenborn in performance of obligations, intentionally or through negligence in the course of their performance, provided that Weissenborn is liable for such damage or injury under current legislation.

14. INTELLECTUAL PROPERTY RIGHTS

The Buyer acknowledges that any and all trademarks, trade names, patents, copyrights, designs and other intellectual property rights used or embodied in or in connection with the Products are and shall remain the sole property of Weissenborn or such other third party as may be identified on the Products or in respect thereof.

In the event that new know-how evolves or is generated in the performance of or as a result of the contract, the Buyer acknowledges that the same and all intellectual property rights therein shall belong to Weissenborn, unless otherwise agreed in writing by Weissenborn. Without prior consent of Weissenborn, the Buyer may not undertake any observation, examination, back engineering or testing (so-called reverse engineering) of the Products provided for use by Weissenborn. Weissenborn states that to the best of its knowledge and belief, the supply or intended use of the Products does not infringe any third party's rights. Nevertheless, to the extent allowed by applicable law, Weissenborn expressly disclaims any liability in the event of a third party suing or threatening to sue the Buyer in respect of matters pertaining to intellectual property rights in relation to the contract. Weissenborn shall in no circumstances be liable for or grant any indemnity in relation to any infringement due to the contract or the modification of the Products or any part thereof by the Buyer or any third party or arising from the use of the Products or any part thereof with any adjunct or devices. If the Products are to be manufactured or any process is to be applied to the Products by Weissenborn in accordance with a specification or instruction submitted by the Buyer, the Buyer shall indemnify Weissenborn against all claims, losses, damages, costs and expenses awarded against or incurred by

Weissenborn in connection with or paid or agreed to be paid by Weissenborn in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual rights of any third party which result from Weissenborn's use of the Buyer's specifications or instructions.

15. LIMITATION OF LIABILITY

Save as provided in these Terms and Conditions, Weissenborn shall not be under any liability in respect of a breach of contractual and non-contractual obligations. Weissenborn shall be liable for damages - for whatever legal reason - within the scope of fault liability in the event of intent and gross negligence. In the event of simple negligence, Weissenborn shall be liable, subject to statutory limitations of liability, only for (i) damages resulting from injury to life, body or health, or (ii) damages resulting from the breach of an essential contractual obligation (obligation, the fulfillment of which enables the proper execution of the contract in the first place and on the compliance with which the contractual partner regularly relies and may rely); in this case, however, Weissenborn's liability shall be limited to the amount of the remuneration paid by the Buyer under the affected order which gives rise to the claim, but not, however, exceeding EUR 500,000. In no event shall Weissenborn be liable for any special, consequential, incidental or indirect damages or losses, such as loss of profit or revenues, loss of use, loss of production, cost of capital or increased expense or interruption of operation.

Notwithstanding anything agreed under this Clause 15 (except where liability is mandatory by law), the maximum liability for Weissenborn under a contract with the Buyer is limited to the value of the order. The limitations of liability above shall also apply to third parties as well as to breaches of duty by persons (also in their favor) whose fault Weissenborn is responsible for according to statutory provisions. They shall not apply insofar as a defect has been fraudulently concealed or a guarantee for the quality of the Products has been assumed and for claims of the Buyer pursuant to the applicable product liability regulations (e.g. the Product Liability Act (in Danish: “*Produktansvarsloven*”). No change to the burden of proof to the detriment of the Buyer is connected with the aforementioned provisions. The Buyer shall indemnify, defend and hold Weissenborn and its subcontractors and suppliers harmless against any third-party claims in excess of what is stated herein. The Buyer shall notify Weissenborn of any claim without delay in writing. If a claim described in Clause 13 or 14 above or in this Clause 15 is lodged by a third party against one of the parties, the latter party shall forthwith inform the other party thereof in writing. Weissenborn and the Buyer shall be mutually obliged to let themselves be summoned to the court or arbitral tribunal examining claims for damages lodged against one of them on the basis of damage allegedly caused by the Products or other causes stated above.

16. EXCUSABLE DELAYS; FORCE MAJEURE

Weissenborn shall not be liable for delay in delivery or for other failure to duly fulfill its obligations if the delay or failure results from any of the following: fire, lightning, natural catastrophe, general mobilization, import, export or currency restriction or embargo, act (including failure to act) of any governmental authority, port congestion, delay or accident during transportation, war, riot, revolution, strike or other labor dispute, power failure, failure of telecommunications, general shortage of materials, default of supplier or subcontractor for any reason, incompleteness or inaccuracy of any technical or other information which is the responsibility of the Buyer to provide, refusal to issue licenses or permits, prohibitions or measures of any kind on the part of a governmental authority, including in the context of epidemic or pandemic control, and any cause or circumstance beyond Weissenborn’s reasonable control. If Force Majeure beyond the Buyer’s control prevents the Buyer from fulfilling its obligations, it shall be entitled to suspend performance thereof for a period which is reasonable having regard to all the circumstances of the case. The Buyer shall compensate Weissenborn for expenses incurred in securing and protecting the Products. The party claiming to be affected by a cause or circumstance referred to above in this Clause shall notify the other party in writing without delay on the intervention as well as on the cessation of such cause or circumstance. Regardless of what might otherwise follow from these Terms and Conditions, Weissenborn shall be entitled to terminate the contract by notice in writing to the Buyer if performance of the contract is suspended under this Clause for more than six (6) months.

17. CONFIDENTIALITY

The Buyer shall be obligated to keep confidential all technical, scientific, business related or other information of Weissenborn even after contractual relationships between Weissenborn and the Buyer have ended. This confidentiality obligation shall not include any information that is lawfully known to the public or to information which may be disclosed by Weissenborn's written approval.

18. QUOTATION

The deliveries and services (performance of contractual obligations) are subject to the provision that no obstacles to fulfilment due to national or international regulations exist, in particular export control regulations as well as embargoes or other sanctions. The Buyer undertakes to provide all information and documents required for the export/transfer/import of the Products. Delays due to export inspections or approval procedures shall suspend deadlines and delivery times in this respect. If required approvals are not granted, the contract shall be deemed invalid in regards of the parts

concerned. These Terms and Conditions as well as all quotations, order confirmations and contracts for the sale of the Products shall be construed under, governed by, and interpreted in accordance with the laws of Denmark with exception to the UN sales law (CIGS). Any dispute, controversy or claim arising out of or relating to any of the above or to the validity, breach or termination of contract that cannot be agreed through negotiations between the parties shall be finally settled by arbitration by a sole arbitrator in accordance with the Arbitration Rules of the Danish Institute of Arbitration. The arbitration shall be conducted in the English language. Judgment upon the award rendered may be entered in any court having jurisdiction or application may be made to such court for a juridical acceptance of the award and an order of enforcement, as the case may be. Irrespective of the above, Weissenborn shall be entitled to collect its receivables through a court of competent jurisdiction or other appropriate authority.