General Terms and Conditions of Sale and Delivery

04-06-25

1. Formation of Agreement

1.1 These general terms and conditions of sale and delivery apply to all offers, sales, and deliveries unless explicitly deviated from by another written agreement.

2. Offers

2.1 Offers from Dansign are valid for 14 days from the date of the offer unless otherwise stated.

3. Prices

3.1 All sales are made at the prices in Danish kroner applicable on the delivery date. All prices are exclusive of VAT, public duties of any kind, packaging, transport, etc. Dansign is entitled to change the agreed price if there are changes in raw material prices, wages, taxes, duties, or currency exchange rates.

3.2 Dansign applies an environmental fee to all orders to cover costs related to environmental impact reduction by subcontractors.

3.3 Packaging, including dispatch of goods on pallets, is at the Buyer's expense. All Dansign prices exclude connection to the power grid.

4. Payment

4.1 Payment must be received by Dansign on the date specified on the invoice as the final due date. See exception in section 4.2.

4.2 If no payment date is specified, payment is due immediately upon delivery (net cash). If the Buyer cannot receive the delivery at the agreed time, payment falls due as if delivery had taken place.

4.3 Dansign reserves the right to request advance payment if deemed necessary.

4.4 In case of late payment, Dansign is entitled to charge interest of 2% per started month on overdue amounts and reminder fees in accordance with applicable legislation.

4.5 The Buyer is not entitled to offset any claims against Dansign that are not acknowledged in writing, nor to withhold any part of the purchase price as security for potential claims.

4.6 If payment is not made on time, or if the Buyer fails to receive the goods when obligated to do so, Dansign is entitled to cancel the purchase immediately without further notice.

5. Product Information and Selection

5.1 All information on weight, dimensions, quality, and technical data found in catalogs, brochures, and other marketing material is indicative and only binding if explicitly included in the parties' agreement.

5.2 The responsibility for choosing Dansign's products rests solely with the Buyer.

6. Product Changes and Returns

6.1 Dansign reserves the right to make changes to agreed specifications without notice, provided it does not inconvenience the Buyer.

6.2 Goods are only accepted for return by prior agreement in each individual case, and only if they are standard and undamaged. Otherwise, the goods may be rejected. Returns must be sent carriage paid and always include a copy of the delivery note or invoice. A handling deduction will be made from the credit note. No credit will be issued after 3 months. Custom-made or specially ordered goods cannot be returned.

7. Delivery

7.1 All deliveries are made Ex Works/Ab factory (Dansign), unless otherwise agreed in writing.

7.2 If another place of delivery is agreed upon, transport including any loading is at the Buyer's cost and risk, unless expressly and in writing agreed otherwise. Transport is always at the Buyer's risk, even if Dansign pays the cost. Storage of finished deliveries beyond the delivery date is at the Buyer's cost and risk.

8. Duty of Inspection and Complaints

8.1 The Buyer must immediately upon receipt conduct a thorough

inspection to ensure the goods are without defects and contractually compliant. Complaints must be made in writing within 48 hours of receipt.

8.2 If the Buyer receives complaints from their customers regarding Dansign's products, these must be forwarded in writing to Dansign immediately. Failure to do so waives the Buyer's right to claim damages or compensation from Dansign, and the Buyer must indemnify Dansign for any legitimate customer claims made directly against Dansign.

8.3 Complaints must be made within 1 year of delivery, or the Buyer loses all rights to claim defects, compensation, guarantees, or any other remedies.

8.4 The Buyer cannot make claims for damage caused by transport, incorrect installation, overloading, misuse, lack of maintenance, or similar conditions.

9. Delays

9.1 Delays in delivery do not entitle the Buyer to compensation or order cancellation. The delivery time starts from the date of full agreement on execution, such as drawing or layout approval and any required official approvals.

10. Defects

10.1 If defects are found, Dansign has the right to remedy, replace, or provide a proportional discount.

10.2 Only if Dansign does not remedy within a reasonable time and number of attempts, or fails to offer a discount, may the Buyer cancel the purchase regarding the defective part.

10.3 The Buyer bears the risk that Dansign's products are suitable for the Buyer's specific use. For installations above 5 meters, the Buyer bears the cost of disassembly/reassembly regardless of whether the repair is Dansign's responsibility.

11. Limitation of Liability

11.1 Dansign is only liable if products are used properly and as directed. Liability is limited to Dansign's own products and not when combined with other suppliers' products. Unauthorized alterations release Dansign from all liability.

11.2 Dansign is never liable for operational loss, time loss, profit loss, or indirect losses. The Buyer cannot claim compensation for dismantling and reassembly.

11.3 If third-party claims exceed Dansign's limitations, the Buyer must indemnify Dansign.

11.4 Compensation claims cannot exceed the contract value and are capped at DKK 2,000,000 including interest and costs. Personal injury compensation is limited to the statutory level under Danish law.

11.5 Removed materials will be destroyed unless otherwise agreed, with costs invoiced. Installation may require repairs, which are outside Dansign's responsibility.

12. Product Liability

12.1 Dansign is only liable for personal injury if due to proven fault or negligence. Property damage liability is excluded as far as legally possible. Indirect losses are not covered.

12.2 If Dansign is held liable by third parties, the Buyer must indemnify Dansign to the same extent as Dansign's liability is limited.

13. Intellectual Property and Confidentiality

13.1 All intellectual property related to the delivery remains the property of Dansign.

13.2 Without written consent, the Buyer may not disclose technical or commercial information identified as confidential. All drawings, models, and documents provided remain Dansign's property and may only be used for the use or resale of the goods.

14. Permits and Approvals

14.1 When Dansign only supplies hardware and the Buyer performs installation, the Buyer is responsible for obtaining all necessary permits and ensuring compliance with applicable regulations.

14.2 When Dansign installs on behalf of the Buyer, the Buyer must obtain all relevant authority approvals and provide them to Dansign before installation. The Buyer must inform Dansign immediately of any changes or revocations of such permits.

15. Force Majeure

15.1 Dansign is not liable for delays caused by circumstances beyond its control, including strikes, fire, power failure, pandemics, war, legislation, supplier delays, or natural events. In such cases, Dansign may postpone or cancel delivery without liability unless the situation should reasonably

have been foreseen. Dansign must notify the Buyer without undue delay if such circumstances occur.

16. Retention of Title

16.1 Ownership of the hardware remains with Dansign until full payment, including accrued costs, is received. Until then, the Buyer may not sell, pledge, rent, lend, or otherwise dispose of the goods. Dansign may reclaim goods through the bailiff court if payment is not made.

16.2 Dansign is entitled to sell repossessed goods and pursue any outstanding claims.

17. Excavation Work

17.1 The Buyer is responsible for obtaining information from the utility owner registry before starting excavation. Work must consider existing utility lines. The Buyer must inform Dansign if excavation may cause damage. Dansign is not liable.

18. Governing Law and Jurisdiction

18.1 Disputes should first be resolved out of court. Disputes between Dansign and the Buyer are governed by Danish law and settled at Dansign's home court or the Maritime and Commercial Court in Copenhagen, at Dansign's discretion.