

GENERAL TERMS OF SALE AND DELIVERY

1 Application

- 1.1 These general terms of sale and delivery set out below ("General Terms") shall apply to all sales and deliveries by Danisense A/S ("Seller"), unless otherwise expressly agreed in writing between Seller and the customer ("Customer"). Seller and Customer are separately or collectively referred to as "Party" or "Parties", as the case may be.
- 1.2 Any modifications of or deviations from these General Terms, including any terms or conditions of Customer, shall not apply unless expressly agreed in writing by Seller.

2 Offers

- 2.1 Unless otherwise stated in writing in Seller's offer, the offer shall be open for acceptance for 30 days from the date of the offer, subject to the goods being unsold at the time of acceptance.
- 2.2 Unless otherwise stated in Seller's offer, all prices are in EUR, exclusive of VAT, custom duties, taxes or similar or other public charges and do not include any costs related to delivery or installation. Seller reserves the right to make reasonable changes in its prices until the date of delivery corresponding to changes in foreign exchange rates, purchase prices, tariff rates, freight charges and any other conditions beyond Seller's control.

3 Orders

- 3.1 No final and binding contract shall be deemed to have been entered into between the Parties until Seller has provided its acceptance by way of a written order confirmation.
- 3.2 In the event of any inconsistency between Seller's order confirmation and Customer's order, Customer shall object promptly. Failing so, Customer shall be bound by the contents of the order confirmation.

4 Delivery

- 4.1 Unless otherwise expressly agreed in writing, the goods shall be delivered DAP (Incoterms 2020).

5 Time of Delivery, Delay

- 5.1 If the Parties instead of a specific delivery date have agreed upon a period within which delivery must be made, such period shall be deemed to commence on the date of entering such contract.
- 5.2 Seller shall without undue delay notify Customer if Seller cannot make delivery within the agreed time, or if Seller becomes aware that delivery is likely to be delayed. Such notification shall state the cause of the delay and, if possible, also the expected time of delivery.
- 5.3 If delivery of the goods is delayed due to force majeure, cf. Clause 12 below, or as a result of acts or omissions on the part of or attributable to Customer, the agreed time of delivery shall be extended accordingly. This provision shall apply irrespective of whether the cause of the delay occurs before or after expiry of the agreed time of delivery.

- 5.4 Seller shall in no circumstances be liable for any operating loss, loss of time, loss of profits, indirect loss or for any other consequential financial loss suffered by Customer as a result of the delayed delivery.
- 5.5 Unless otherwise expressly agreed in writing, Seller shall be entitled to make partial deliveries.
- 5.6 Customer shall without undue delay, notify Seller if Customer cannot take delivery of the goods on the agreed date of delivery, or if it is likely that Customer will fail to take delivery. Such notification shall state the cause of the inability to take delivery and, if possible, also when Customer expects to be able to take delivery.
- 5.7 If Customer fails to take delivery of the goods on the agreed date of delivery, Seller shall arrange for storage of the goods at Customer's expense and risk.
- 5.8 Unless Customer's failure to take delivery is a result of force majeure, cf. Clause 12, Seller shall be entitled in writing to request Customer to take delivery of the goods within a reasonable time. If Customer fails to comply with such written request, Seller shall be entitled to terminate the contract with immediate effect subject to a written notification to that effect. All costs incurred by Seller as a result of such termination shall be borne by Customer.

6 Payment

- 6.1 Unless otherwise expressly agreed in writing, full payment shall be made net cash by Customer in advance of delivery at the date stipulated in Seller's invoice.
- 6.2 Customer shall perform effective payment and shall not be entitled to settle any part of the purchase price for the goods by way of a set-off.
- 6.3 If Customer fails to make full payment on time, Seller shall be entitled to charge default interest on the amount due at the rate of 1.5 percent per month or fraction of a month after the due date.

7 Reservation of title

- 7.1 Any and all goods delivered to Customer shall remain the exclusive property of Seller until payment for such goods including any default interests has been received by Seller in full.

8 Drawings and descriptions

- 8.1 Any and all specifications and particulars of the goods including with respect to weight, dimensions, capacity, price, performance, technical as well as any other information provided in catalogues, prospectuses, advertisements, pictures and price lists shall be deemed to be approximations only and shall only be binding in the event of an express reference thereto in the contract.
- 8.2 Any drawings, technical documents and any other information received by Customer shall not without Seller's express consent in each case be used for any purpose other than installation, start-up, operation, and maintenance of the goods and shall in no manner or respect be communicated to or shared with any third-party.

9 Intellectual Property Rights

- 9.1 Each Party reserves the sole and exclusive ownership of its background intellectual property rights and nothing herein shall be construed as a transfer or license of such rights to the other Party.
- 9.2 Seller grants to Customer a non-exclusive, perpetual, fully paid, royalty-free, worldwide, transferable license to

use, the below listed material solely for the purpose of using the Goods. The license granted to Customer under this Clause 9.2 includes any and all Third-Party Material (as defined below and subject to the qualifications in Clause 9.3.

- 9.3 To the extent any third party proprietary materials, components, information, or Intellectual Property Right ("Third Party Material") is incorporated in or reasonably required in order to use, operate or maintain the Goods, the rights in Clause 9.2 above, Seller warrants that it has all necessary license rights from such third party required to grant to Customer a license to use such Third Party Material for the purpose of using the Goods, always provided that such license right shall not include a right to modify, process and further develop such Third Party Material.

10 Warranty and defects

- 10.1 Seller warrants that all goods manufactured by Seller are free from any manufacturing and material defects for a period of two (2) years from the date of delivery. Any defects caused by normal wear and tear shall not be comprised by Seller's warranty.
- 10.2 Seller's warranty shall only be valid provided that the goods have been correctly transported, handled, stored, installed and used in accordance with any instructions from Seller and/or generally accepted industry practices.
- 10.3 Parts incorporated into goods delivered by Seller but not manufactured by Seller shall be subject to the warranty terms of the relevant sub-supplier.
- 10.4 In the event of manufacturing or material defects occurring during the warranty period in any part of a product delivered by Seller, Seller shall, at its own discretion and within a reasonable period of time, be entitled to remedy the defect or make a replacement delivery.
- 10.5 Customer shall examine the goods immediately and no later than 5 days upon receipt thereof in order to ensure that the goods are in conformity with the contract.
- 10.6 Customer shall only be entitled to claim damages for non-conformity with the order if notice of lack of conformity is given promptly upon receipt of the goods.
- 10.7 Seller shall not be held liable for any loss, expense or cost incidental to taking delivery of, reordering, repairing, removing or taking other similar measures in respect of defective goods or products into which the Seller's goods have been incorporated.
- 10.8 Under no circumstances shall Seller be liable for any operating loss, loss of time, loss of profits, indirect loss or any other financial consequential loss.

11 Product liability

- 11.1 Seller's liability for any injury or damage caused by Seller's products shall be limited to the liability prescribed by mandatory Danish statutory rules, including Consolidated Act No. 261 of 20 March 2007 on Product Liability as amended from time to time.
- 11.2 Customer shall indemnify Seller against any liability imposed upon Seller by a third-party, if Seller is not liable for any such loss, injury or damage according to Clauses 11.3 and 11.4 below.
- 11.3 Seller shall not be liable for any damage to real or personal property occurring while the goods are in the possession of Customer. Seller shall further not be liable for any damage to Customer's production plant, to products manufactured by Customer or to products into which Seller's goods are incorporated.
- 11.4 Seller shall not be liable for any operating loss, loss of time, loss of profits, indirect loss or any other financial

consequential loss.

11.5 If any third-party raises a claim for damages against either of the Parties, such Party shall promptly notify the other Party thereof.

12 Exemption from liability (Force majeure)

12.1 A Party shall be exempt from liability if performance of the agreement becomes impossible or unreasonably onerous due to circumstances beyond the control of said Party, including but not limited to breakdown in production plants, industrial conflict, fire, pandemic, war, mobilization or unforeseen military call-up to a similar extent, seizure, exchange controls, riots, civil disorder, lack of means of transportation, general scarcity of goods, motive power restrictions and/or late or non-delivery by sub-suppliers owing to any such event.

12.2 A Party claiming exemption from liability due to force majeure shall promptly in writing notify the other Party of the occurrence of the force majeure event. Further, the relevant Party shall notify the other Party without undue delay when the force majeure event ceases to exist.

12.3 If any event of force majeure continues for more than six (6) months, either Party shall be entitled to rescind the agreement subject to a written notification to that effect to the other Party.

13 Disputes and applicable law

13.1 Any dispute arising out of or in connection with these terms of sale and delivery or any contract entered into in connection herewith shall be subject to the exclusive jurisdiction of the City Court of Copenhagen.

13.2 Unless otherwise agreed in writing, these terms of sale and delivery and any agreement entered into in connection herewith shall be construed in accordance with the laws of Denmark, however excluding (i) any rules concerning choice of law, and (ii) the UN Convention on Contracts for the International Sale of Goods ("CISG") which shall not apply.

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