

DANCRIMP A/S

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY – BUSINESS TO BUSINESS

These terms of sale and delivery apply to all offers and other agreements between Dancrimp A/S (hereinafter referred to as Dancrimp) and the buyer (hereinafter referred to as the Buyer), unless otherwise agreed and accepted in writing by both parties. In such case, the terms of such written agreements shall prevail if they expressly provide otherwise than the following terms of sale and delivery.

In the event of discrepancies between the following terms of sale and delivery and the Buyer's own terms, these terms of sale and delivery shall prevail, unless the deviating terms have been accepted in writing by Dancrimp.

1.0. BASIS OF AGREEMENT

- 1.1. Based on the Parties' prior correspondence, Dancrimp shall submit a written offer to the Buyer. The offer is binding for 14 days from the submission of the offer.
- 1.2. A final agreement is considered concluded at the time when the Buyer in writing accepts the offer made by Dancrimp.
- 1.3. Dancrimp will then send a written order confirmation to the Buyer. The Buyer is obliged to review the order confirmation immediately upon receipt and contact Dancrimp immediately if the order confirmation does not correspond with what has otherwise been agreed between the Parties. Otherwise, the order confirmation is considered binding with the submitted content.

2.0. PRICES AND PAYMENT

- 2.1. The goods are delivered in exchange for payment as stated in the Parties agreement.
- 2.2. Payment shall be made 30 days from the invoice date, unless otherwise stated in the Parties agreement.
- 2.3. Unless otherwise expressly agreed in writing, all prices are quoted and invoiced in the currency stated in the order confirmation, excluding VAT, insurance costs and other taxes/duties.
- 2.4. Each Party is responsible for its own compliance with the legislation in force from time to time regarding VAT and other taxes/duties.
- 2.5. Interest will accrue on overdue payments in accordance with applicable law.

- 2.6. Changes caused by external circumstances, including in relation to exchange rates, insurance and transport costs, changes in prices from subcontractors, changes in prices of third-party services, etc. allow Dancrimp to further adjust Dancrimps prices with the net effect of the changes without prior notice.
- 2.7. If Dancrimps costs are increased as a result of the Buyer's circumstances, Dancrimp is entitled to claim compensation for this.
- 2.8. If delivery is postponed due to the Buyer's circumstances, the Buyer is obliged to make the agreed payment as if delivery had been made at the agreed time.
- 2.9. The buyer is prohibited from offsetting or otherwise withholding any part of the purchase price on the basis of any counterclaims of any kind without Dancrimps prior written consent.

3.0. DELIVERY

- 3.1. Dancrimp endeavours to deliver the goods no later than 6 weeks after the Buyers order. If Dancrimp has material shortages, the delivery time is extended so that Dancrimp can order the purchased goods within a reasonable time.
- 3.2. Delivery is ex works, which is why the Buyer bears all delivery costs and bears the risk of the goods from the time the goods are delivered from Dancrimps warehouse. Dancrimp is also entitled to arrange delivery through a supplier chosen by Dancrimp.
- 3.3. If the Buyer is not available at the time of delivery, the goods will be returned to the Suppliers warehouse at the Buyers expense and risk. A new delivery time can then be agreed at the Buyers initiative and at the Buyers expense.

Time of delivery

- 3.4. Unless otherwise expressly agreed in writing, Dancrimp is not obliged to deliver the goods on a specific date.
- 3.5. If a delivery date is specified in the Parties agreement, the specified date is only a non-binding estimated time of delivery. Dancrimp will endeavour to deliver the goods as close to this date as possible, but is not obliged to do so.
- 3.6. Partial delivery can be made at Dancrimps discretion.

Delivery impossibility

- 3.7. In the event of delivery impossibility due to the Buyers circumstances, including, but not limited to, circumstances for which the Buyer is responsible, the Buyer shall bear the total costs Dancrimp have had for delivery and handling of the goods.

Handlingfee

- 3.8. When placing an order below DKK 1,250 excluding VAT, the Buyer is charged a handling fee for Dancrimps handling the order.

4.0. RETENTION OF TITLE

- 4.1. Goods or part thereof are delivered with retention of title. Dancrimp retains full ownership of each unit, regardless of delivery to the Buyer and regardless of the Buyer's possession and use of the goods.
- 4.2. The retention of title is maintained until the Buyer has paid the full purchase price for the goods in question, including interest, costs and expenses.
- 4.3. Until the title to the goods has passed to the Buyer, the Buyer shall
 - a) store the goods separately from all other goods in the Buyers possession so that the goods are identifiable as Dancrimps property.
 - b) not remove, deface or conceal any identification mark or packaging on or related to the goods.
 - c) maintain the goods in satisfactory condition and keep them insured against all risks for their full price from the time of delivery.

5.0. USE OF SUBCONTRACTORS AND THIRD-PARTY SUPPLIERS

- 5.1. Dancrimp is free to use and replace subcontractors and third-party suppliers for the delivery of the goods.
- 5.2. Dancrimp is responsible for the goods delivered by the subcontractor in the same way as if they were delivered by Dancrimp.

6.0. RIGHT OF RETURN

- 6.1. The buyer has no right of return on the goods.

7.0. PRODUCT INFORMATION AND PRODUCT CHANGES

- 7.1. Reservations are made for design errors. Any errors can thus not be claimed against Dancrimp.
- 7.2. Likewise, Dancrimp reserves the right to make construction- and/or design changes to the products in question until the agreed time of delivery, provided that these parts are of the same quality as the original parts and that Dancrimp informs the Buyer in writing of such replacements. Dancrimp is entitled to make such minor changes to the order that in Dancrimps judgement are technically necessary and/or justifiable.

8.0. FORCE MAJUERE

- 8.1. Neither Party is in breach of an obligation to the extent and for the period of time that the Party in question is prevented from fulfilling the obligation in question due to a force majeure event.
- 8.2. Force majeure events include but are not limited to natural disasters, war, mobilisation, breakdown of telecommunications infrastructure/Buyers infrastructure not provided by Dancrimp, external security incidents (e.g. hacker attacks or other destructive behaviour by third parties) and similar conditions, health and safety restrictions and recommendations issued by public authorities, pandemics, epidemics, strikes, lockouts, fire, damage to production facilities, freight restrictions, import and export regulations and other unforeseen circumstances beyond Dancrimps control.
- 8.3. Dancrimp is then entitled to a reasonable extension of the delivery deadline, however, so that the Buyer is entitled to cancel the agreement if the circumstances in question last for more than 30 consecutive working days.
- 8.4. Dancrimp must immediately and without undue delay notify the Buyer in writing if Dancrimp wishes to invoke matters as mentioned in clause 8.2.

9.0. BREACH AND REMEDIES FOR BREACH

In general

- 9.1. Each Party shall have the rights and remedies available under applicable law, unless otherwise agreed, including in the Parties' agreement.
- 9.2. The Buyer must inspect the goods immediately after delivery. If the Buyer finds visible damage upon delivery, this must be noted on the consignment note and Dancrimp must be informed in writing immediately.
- 9.3. Dancrimps liability for breach, including defects, ceases if Dancrimp does not receive the Buyers written notice thereof without undue delay after the breach was discovered or should have been discovered.
- 9.4. Dancrimps liability for breach of contract, including for defects and deficiencies, lapses no later than 3 months after the time of delivery of the goods in question.
- 9.5. A notice of default does not release the Buyer from the obligation to pay invoiced amounts when due.

Defects

- 9.6. Goods are defective if they do not essentially fulfil the specifications stated in the Parties agreement.

- 9.7. The Buyer may not make claims for defects for damage caused by normal wear and tear, incorrect use of the goods, incorrect installation by the Buyer themselves and their own attempts to modify or repair the goods.
- 9.8. All notices of defects must be specific, documented and contain a precise description of the content of the notice of defect. Notifications of defects must be notified to Dancrimp no later than 30 days from the time of delivery. Goods cannot be returned without prior written consent from Dancrimp.

The Buyers delay

- 9.9. Dancrimp may withhold or cancel any item/order if payment is delayed by the Buyer, provided that Dancrimp has given at least 30 days prior written notice and the delayed payment has not been received by the expiry of the deadline.

Correction of defects

- 9.10. If the Buyer can prove defects in the goods, Dancrimp is entitled, at their own discretion, to make a replacement delivery or remedy. This must be done within a reasonable time, maximum 12 weeks. If Dancrimp makes timely replacement or rectification, the Buyer is not entitled to cancel the agreement or claim damages or other financial compensation as a result of the defect.
- 9.11. In connection with any redelivery or rectification, the Buyer shall cooperate in good faith to ensure that such measures can be implemented.
- 9.12. Dancrimp will pay reasonable costs for returning the delivered product as a result of a justified complaint.
- 9.13. In the event that Dancrimp cannot detect defects in the delivered goods for which Dancrimp is responsible in accordance with the Buyer's complaint, Dancrimp is entitled to compensation for the labour and costs incurred by Dancrimp as a result of the Buyer's erroneous complaint. Dancrimp is entitled to carry out one or more remedies/redeliveries.
- 9.14. A defect is not considered to exist if the Buyer has used the delivered goods incorrectly or inappropriately, including by disregarding guidelines provided or if the Buyer or a third party without Dancrimps consent has had changes made or interventions made in the delivered goods.
- 9.15. If redelivery or rectification does not take place in a timely manner, the Buyer may cancel the agreement, as the Buyers remedies for breach are then limited to cancellation. The Buyers right of cancellation is also limited, as the Buyer may generally only cancel the agreement in respect to the part of the total delivery that may be delayed, including by unforeseen events, or suffer from defects.

10.0. LIMITATION OF LIABILITY

- 10.1. Dancrimp is liable for damages according to the general rules of Danish law, however, so that Dancrimps liability for damages is limited to cases where Dancrimp has

shown gross negligence or intent and in no case includes indirect losses of any kind, including but not limited to operating- and profit loss, loss of data, loss as a result of the Buyers legal relationship with third parties and any other form of indirect loss.

- 10.2. Dancrimps total liability for all claims arising out of or in connection with the Parties agreement, and regardless of whether the claim is based on compensation within the contract, indemnification, legislation or otherwise, is limited to an amount corresponding to 10% of the value of the individual order or delivery, but not exceeding DKK 30,000.00.

Delay

- 10.3. Dancrimp can under no circumstances be held liable for delays of any kind in relation to delivery of goods to the Buyer.

11.0. ADVISORY LIABILITY

- 11.1. Dancrimp can at no point in the purchase process be held responsible for any advice given to the Buyer.
- 11.2. The buyer is liable for its own decisions regarding ordering and installation that may result in errors and defects and cannot hold Dancrimp liable for this.

12.0. TRANSFER OF RIGHTS

- 12.1. Dancrimp is at any time entitled to transfer its rights and obligations under this agreement to a third party.
- 12.2. The Buyer is not authorised to transfer its rights and obligations hereunder to a third party.

13.0. INFRINGEMENT OF THIRD-PARTY RIGHTS

- 13.1. Dancrimp is under no circumstances liable for the Buyers infringement of third-party rights caused by the Buyers use of the goods or Dancrimps intellectual property rights.

14.0. TERMINATION

- 14.1. Either Party may terminate the Parties agreement with immediate effect
- a) if the other Party is in material breach of the Parties agreement and the material breach is not remedied within 45 days of receipt of a written notice from the non-breaching Party to remedy.
 - b) if the other party's material breach of the Parties' agreement cannot be remedied.

- c) in the event of the bankruptcy of the other party, without prejudice to the right of the bankruptcy estate to enter into the Parties agreement to the extent permitted by the Danish Bankruptcy Act or similar applicable legislation.

15.0. RECALL OF GOODS

- 15.1. In the unlikely event that commercial, safety or legal considerations should lead to a product being recalled from the market, the Buyer is obliged to assist Dancrimp with such a recall free of charge, however, against repayment of the price of the product.
- 15.2. If the cancellation is due to the Buyer not having sufficiently ensured that the goods comply with legislation outside Denmark, including securing all necessary approvals for the sale of the goods to the Buyer, the Buyer shall bear the costs of the cancellation.

16.0. PRODUCT LIABILITY

- 16.1. Dancrimp is under no circumstances liable for damage caused by the product, unless such liability cannot be excluded under mandatory product liability legislation.
- 16.2. Dancrimp is under no circumstances liable for the Buyers indirect damage or loss of any kind, including, but not limited to, claims for damages, penalties or liquidated damages that the Buyer may incur against third parties, as well as the Buyers operating loss, loss of time, lost deliveries, lost profits or earnings, expected earnings, loss of interest, loss of goodwill or other indirect losses.
- 16.3. To the extent that Dancrimp may be subject to product liability towards a third party, the Buyer is obliged to indemnify Dancrimp to the same extent that Dancrimps liability is limited to these terms of delivery.
- 16.4. Dancrimps product liability is limited to DKK 20,000,000.00.

17.0. COMMUNICATION

- 17.1. Notices in connection with this agreement may be sent by the Buyer with binding effect to info@dancrimp.dk.

18.0. JURISDICTION AND CHOICE OF LAW

- 18.1. If any legal disputes arise under this agreement, they shall be settled in accordance with Danish law with the court in Aarhus as the proper jurisdiction.

19.0. CHANGED LEGISLATION ETC.

19.1. If one or more of the provisions of this agreement is declared invalid or otherwise cannot be maintained as a result of changes in legislation or notified regulatory requirements, the Parties agree that the agreement shall not be considered invalid or terminated in its entirety.