

TERMS AND CONDITIONS OF SALE AND DELIVERY - 2026

1. Scope

- 1.1 Any delivery or service from Skagen El & Energi A/S (hereinafter the "Supplier") is made on the basis of these terms and conditions of sale and delivery, which are thus binding on all deliveries or services to the Supplier's customers.
- 1.2 These terms and conditions supersede all other agreements, terms and practices, including the customer's purchasing terms. This also applies to purchasing terms sent by the customer after the customer has received these terms and conditions. Any derogation from the terms and conditions of sale and delivery may be made only with the Supplier's written acceptance.

2. General Conditions of Delivery NL 92

- 2.1 Unless otherwise provided by the agreement, NL 92, "General Conditions for the Supply of Machinery and other Mechanical, Electrical and Electronic Equipment between Denmark, Finland, Norway and Sweden and within these countries", shall apply.

3. Quotations

- 3.1 Unless otherwise stated in the quotation, the Supplier's quotation is valid for 1 month from the date of the quotation.
- 3.2 Every quotation is submitted subject to prior sale. If the Supplier is unable to fulfil a quotation submitted because of a prior sale, the customer will as far as possible receive notice thereof from the Supplier without undue delay after receipt of the customer's acceptance of the Supplier's quotation.

4. Delivery

- 4.1 Delivery is made Ex Works in accordance with Incoterms 2020. If it is agreed that delivery is to take place at a location specified by the customer, the customer bears the risk as well as all costs associated with such delivery.
- 4.2 The Supplier has no liability for delay of less than 10 working days.
- 4.3 If the customer does not accept delivery at the time of delivery, including if the customer defaults on its obligation to collect, the Supplier is entitled to cancel the agreement and to bring a claim for damages. Any

storage of the system/product is at the customer's expense and risk.

5. Notice of Defects and Duty to Inspect

- 5.1 The customer is obliged to inspect the system, product or work delivered (hereinafter jointly referred to as the "Product") immediately after delivery.
- 5.2 Any complaints concerning the Product, including complaints regarding discrepancies in quantity, must be submitted to the Supplier immediately. If a complaint is not submitted to the Supplier immediately, the customer forfeits the right to invoke any defects.
- 5.3 The Supplier's liability covers only defects that appear before the earlier of the following points in time:
 - 1 year from the day the Product was delivered, or
 - the Product has run for 1,750 operating hours.
- 5.4 If the Product suffers from a defect, the Supplier decides how the defect in question is to be remedied. The Supplier may thus freely choose whether replacement delivery or remedial work is to take place, or whether the customer is to receive a proportionate reduction of the purchase price. The customer is not entitled to a replacement or loan product during the period in which any remedial work or replacement delivery takes place.

6. Terms of Payment

- 6.1 The Supplier's payment term is 14 days net cash unless otherwise stated in the quotation and invoice. For quoted/fixed-price work, however, the contract sum falls due as follows:
 - 40% on placing of the order, i.e. on acceptance of the Supplier's quotation.
 - 60% on handover.
- 6.2 Amounts due bear interest at 1% per commenced month.
- 6.3 All goods and systems are sold subject to retention of title, for which reason they remain the property of the Supplier until such time as full and final payment has been made. If the customer wholly or partly

defaults on its payment obligation, the Supplier is therefore entitled to repossess the goods sold.

7. Product Liability

- 7.1 The Supplier is liable for physical injury and/or damage to or loss of property caused by the Product if and to the extent it is proved that such damage can be attributed to the Supplier, and that such liability follows from mandatory law.
- 7.2 The Supplier is not liable for damage to real property or movables occurring while the Product is in the customer's possession. Likewise, the Supplier is not liable for damage to products manufactured by the customer and of which the Product forms a part.
- 7.3 If the Supplier is held liable beyond the liability set out above, the customer is obliged to indemnify the Supplier in respect thereof.
- 7.4 The Supplier is never liable for loss of production, loss of time, loss of profit or any other indirect loss.
- 7.5 The customer is obliged to submit to being sued before the same court as hears claims for damages against the Supplier in connection with any product liability case.

8. Force Majeure

- 8.1 The Supplier is not liable in damages for failure to perform the Supplier's obligations if this is due to an impediment beyond the Supplier's control. Examples of this may be – but are not limited to – war, war-like situations, fire, strike, lockout, export or import prohibitions, embargo, delayed or defective delivery of materials from sub-suppliers, stoppage of production, shortage of energy or of means of transport.
- 8.2 In the event of force majeure, the Supplier is entitled to extend the delivery time correspondingly or to cancel the agreement. From the time the impediment has ceased, both parties are bound by the agreement, unless the Supplier has cancelled the agreement beforehand. An impediment of more than 3 months entitles either party to cancel the agreement without any claim for damages against the other party.

9. Protection of Rights

- 9.1 The Supplier holds the copyright to drawings, technical documents and other technical documentation prepared by the Supplier. The customer acquires no right to the Supplier's intellectual property rights upon purchase of the system/product. Reference is otherwise made to NL 92, clause 3.

10. Governing Law and Venue

- 10.1 All disputes arising out of or in connection with the agreement shall be determined in accordance with Danish law, without regard to the conflict-of-law rules of Danish private international law, and shall be settled by the Court in Hjørring.
- 10.2 Notwithstanding clause 10.1 above, the Supplier is at all times entitled to institute legal proceedings against the customer in the judicial district in which the customer has its registered office.