

TERMS OF SALE AND DELIVERY

The following Terms of Sale and Delivery apply between ScanChain ApS, Hjortevænget 6, 4130 Viby Sjælland, Denmark, as the 'Seller' and the customer as the 'Buyer', unless otherwise agreed between the parties.

These Terms of Sale and Delivery take precedence over any terms of purchase of the Buyer which do not apply between the parties. Upon accepting a quote from the Seller, the Buyer agrees that these Terms of Sale and Delivery take precedence over the Buyer's own terms (if any).

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1. QUOTES AND ORDER CONFIRMATION

The Seller's quotes are only valid for 14 days after their date of issue, unless a shorter or longer timeperiod is specified. Furthermore, a quote may be cancelled if a product is sold out or the terms of delivery are changed by a subcontractor (if any).

The Seller reserves the right to make changes to the products ordered until the time of delivery, but in that case the Seller guarantees at least an equivalent level of functionality and performance.

The Buyer may rely only on the terms set out in the individual agreement. Consequently, information provided verbally by the Seller, on the internet, in brochures and the like is not relevant to the assessment of the delivery.

An order is only binding once it has been confirmed by the Seller by means of an order confirmation sent by email, fax or letter.

2. DRAWINGS AND OTHER TECHNICAL DOCUMENTS

All drawings and other technical documents relating to the equipment or its manufacture which are provided by one party to another before or after the conclusion of the agreement belong to the party which supplied them. Drawings, other technical documents or technical information provided may not be used for any other purpose than that for which they were provided without the consent of the other party. The abovementioned material may not be copied, reproduced, handed over to or otherwise brought to the attention of a third party without the consent of the other party.

The Seller must no later than at the time of delivery provide the Buyer with one or more drawings and other technical documents which are sufficiently detailed to enable the Buyer to install, commission and perform operation and maintenance (including ongoing repairs) on all parts of the equipment. However, the Seller is not obliged to supply drawings and documents which serve as the basis for the manufacture of the equipment or spare parts.

3. DELIVERY TEST

If a delivery test has been agreed, the test must be performed where the equipment is manufactured, unless another location has been agreed. If no technical requirements for the test have been specified in the agreement, the test must be performed in accordance with customary industry practice in the country in which the equipment is manufactured.

The Seller must give the Buyer such advance notice of the delivery test as may enable the Buyer to be present at the test. The delivery test may be performed even if the Buyer is not present, provided that the Buyer has been notified of the test. The Seller must keep a record of the delivery test. The record must be sent to the Buyer. The record will be deemed to provide an accurate description of the performance of the delivery test and its outcome, unless the Buyer can prove otherwise.

If the delivery test finds that the equipment does not conform to the contract, the Seller must ensure that the equipment is brought into conformity with the contract as soon as possible. A new delivery test must then be performed if requested by the Buyer. However, if the defect was negligible, a new delivery test cannot be demanded.

Unless otherwise agreed, the Seller bears all costs of delivery tests which are performed where the equipment is manufactured. However, the Buyer bears all costs of their representatives, including travel and subsistence expenses, in connection with such delivery tests.

4. PRICES, PLACE OF DELIVERY AND DELIVERY TIMES

Unless otherwise agreed in writing, the prices are those in force on the delivery date and delivery is ex works.

The delivery date is specified by the Seller. In cases where the Buyer has to collect the products from the Seller's warehouse, the collection must be made on the delivery date. If the products are not collected on the delivery date, the Seller is entitled to claim payment for storage space equivalent to DKK 4.00 excl. VAT per day per square metre of pallet space. The storage rent must be paid before the products are handed over.

Delivery times are provided subject to any delay by a subcontractor. If a delay by a subcontractor is considered likely, the Buyer will be notified immediately of the expected new delivery time. Consequently, the delivery time may be postponed by the Seller until the new delivery time without the Buyer being able to claim default.

In case of any significant delay, the Buyer has the right to cancel the order. A delay is considered significant only if the delivery time is exceeded by 20 working days from the delivery date.

The Seller is not liable for any direct or indirect losses incurred by the Buyer due to the delay or non-delivery.

5. FREIGHT, INSURANCE ETC.

The prices listed in the quote are ex works (Incoterms 2010) and exclusive of freight, shipping, insurance, packaging and installation costs, VAT, customs duties and any government charges, unless otherwise agreed. Changes in exchange rates, taxes, insurance, freight, customs duties and procurement costs allow the Seller to adjust their prices.

6. PAYMENT

The Seller's payment terms are 14 days from the invoice date, unless otherwise agreed.

If the Buyer does not pay on time and this is not due to the Seller's circumstances, the Seller is entitled to charge default interest from the due date at a rate equal to 1.5% per commenced month and to charge payment for all products invoiced and delivered, regardless of any previously agreed credit terms.

Moreover, non-payment after the specified due date could result in the case being transferred for debt collection without further notice, which could result in recovery costs in addition to what is laid down in Danish Executive Order no. 601 of 12 July 2002.

7. RESERVATION OF TITLE

The Seller retains ownership of the products sold until the entire purchase price, plus interest and costs, has been paid along with any expenses relating to the products sold incurred by the Seller on behalf of the Buyer.

Until ownership has passed to the Buyer, the products must be insured by the Buyer and stored separately. The Buyer undertakes not to move, pledge, lease, lend or otherwise dispose of the products sold until ownership has passed to the Buyer. Furthermore, the Buyer may not make any changes to the products delivered.

8. DEFICIENCIES

For a period of 24 consecutive months after delivery has taken place, the Seller undertakes to carry out either replacement delivery or repairs at their discretion without undue delay if the products delivered are found to contain construction defects, defects in material or manufacturing defects.

The remedy does not cover such cases where the defects are due to incorrect installation of the products delivered and/or non-compliance with the Seller's instructions for use, improper or inappropriate use, modifications or technical interference carried out without the Seller's written consent, or extraordinary climatic influences.

Wear parts are not covered by the right of remedy. The costs of installation and disassembly are not covered by the right of remedy.

If the Buyer wants to complain about any defects, a written complaint must be submitted without undue delay after the defect has been discovered.

When the Seller has received a complaint about a defect which is considered to be covered by this provision, the Seller will remedy the defect without delay.

If the Buyer can remedy the defect on their own premises, the Seller's obligation of remedy under this provision will have been fulfilled when they send a new or repaired part.

If defective supplies or parts are returned to the Seller for replacement or repair, the Buyer must bear the costs and risks of the transport unless otherwise agreed.

When sending supplies or parts as replacements or repaired parts to the Buyer, the transport is at the Buyer's expense and risk.

Defective parts which have been exchanged as described above must be made available to the Seller.

The Seller grants a right of remedy for the parts of the products delivered that have been replaced or repaired on the same conditions as apply to the original delivery. However, the Seller's obligation of remedy does not apply to any part of the delivery beyond 36 months after delivery to the Buyer.

9. LIMITATIONS OF LIABILITY

The Seller is not responsible for defects caused by errors or negligence on the part of the Seller's suppliers or otherwise due to suppliers' circumstances. To the extent that the Seller has a legitimate claim against a supplier, the Seller assigns this claim to the Buyer, and the Buyer is obliged to direct this claim against the supplier.

Any full compensation and/or proportionate rebate claimed from the Seller for the damage caused by the defect to the products delivered cannot exceed the Buyer's total payment for the item.

The Seller is not liable for indirect losses, consequential damage, operating losses, loss of data and costs relating to their recovery, and loss of profit, whether due to simple or gross negligence. To the extent that the Seller may be liable to third parties, the Buyer is obliged to indemnify the Seller to the extent that such liability goes beyond the limits set out above. Legal proceedings against the Buyer must be initiated before the same court which hears claims for damages against the Seller on account of damage allegedly caused by a defect in products delivered by the Seller.

The Seller has product liability for any injury to persons and loss of breadwinner caused by the products delivered, in accordance with mandatory law in force at any time. In addition, the Seller accepts no product liability. The Buyer may enquire at any time about the Seller's product liability insurance and sums insured, which will be disclosed. **Any product liability of the Seller cannot exceed the sums stated in the Seller's product liability insurance.**

10. COMPLAINTS/LIMITATION PERIOD

The Buyer has an obligation to inspect the products on receipt and must notify the Seller immediately of any defects. If the Buyer fails to do so, they will forfeit their rights. If the defect is hidden, however, the complaint must be made within two years. In the case of building materials which are by nature usually intended to form part of building structures, the two-year limitation

period does not apply, but rather the general rules of the Danish Limitation Act, i.e. three years, unless otherwise agreed.

11. EXEMPTION FROM LIABILITY – FORCE MAJEURE

The following circumstances give rise to exemption from liability if they occur after entry into the agreement and prevent its performance:

Labour disputes, strikes, lockouts and any other event beyond the parties' control, such as fire, war, unforeseen military call-ups of similar magnitude, sabotage, seizure, currency restrictions, riots and unrest, lack of means of transport, general shortage of goods, power shortages, epidemics, including pandemics, and restrictions resulting from COVID-19 and similar pandemics/epidemics and deficiencies in supplies from subcontractors, or delays in such supplies due to any of the events referred to in this clause.

The party wanting to invoke any of the force majeure events referred to above must inform the other party in writing of the beginning and end of the event without undue delay.

Both parties are entitled to terminate the agreement by written notice to the other party if any of the events referred to in this clause render the performance of the agreement impossible within a reasonable period of time.

12. RESOLUTION OF DISPUTES

All legal issues arising out of the agreement concluded between the parties must be assessed pursuant to the laws of the Seller's country, in this case Denmark.

Any disputes between the parties, which cannot be settled amicably, including disputes about the interpretation of the agreement, must be settled by the Maritime and Commercial Court in Copenhagen, or the Court of Roskilde.