

## Terms of Sale and Delivery

### 1. Scope and conclusion of contract

- 1.1 These terms of sale and delivery (the "Terms of Sale and Delivery") apply to all product deliveries ("Products") from Candor Denmark ApS, Danish CVR No. 45189953 ("Candor"), to the customers of the company ("Customer").
- 1.2 The Terms of Sale and Delivery prevail over any other that may be stated in the Customer's terms of purchase, order, code of conduct, tender documents or other material. Deviations from the Terms of Sale and Delivery will thus not apply, unless Candor has explicitly agreed otherwise.
- 1.3 All offers submitted by Candor shall solely be considered as invitations to make offers. Thus, a final agreement is only deemed concluded upon the submission of an order confirmation from Candor to the Customer.

### 2. Specifications, drawings, etc.

- 2.1 If the Customer has requirements for specifications for the Products, including requirements for the construction, materials and/or the design of the Products, such specifications, drawing material, etc. will only be binding on Candor, if Candor has explicitly accepted such.
- 2.2 Drawing materials and/or specifications, including requirements for the construction, materials and/or design of the Products, provided by Candor, will be deemed approved by the Customer unless, within 3 days of receipt of the relevant material, the Customer declares explicitly in writing to Candor that the Customer cannot accept the material.

### 3. Prices

- 3.1 All prices stated by Candor are stated excluding VAT, shipping costs, surcharges, packaging fees, and other charges, etc. in force from time to time.
- 3.2 Candor explicitly reserves the right to adjust the agreed price if, at the time of delivery, there have been general price changes due to fluctuations in the foreign exchange market, increases in charges, increased transport costs, increased duties and taxes, increases in the price of the raw materials used or general price changes at Candor's suppliers.

### 4. Terms of payment

- 4.1 The purchase price is payable on the date stated in the invoice issued by Candor. Unless otherwise stated in the invoice, the term of payment is 30 days from the date on the invoice issued by Candor. If payment is not received by the due date, interest at 2% per current month will accrue to the amount due from time to time.
- 4.2 The Customer will not be entitled, without Candor's explicit consent, to set off against any counterclaims that the Customer may have against Candor. The Customer is also not entitled to withhold parts of the purchase price due to any counterclaims.
- 4.3 If the Customer breaches any payment obligations, Candor is entitled to withhold further deliveries until payment has been made.
- 4.4 Candor is entitled to terminate the agreement if Candor has not received payment within 10 working days of Candor's submission of a written demand for payment.
- 4.5 Candor is also entitled to charge reminder fees and other compensation amounts in accordance with the general provisions of Danish law in this respect.

## 5. Retention of title

- 5.1 The ownership of the Products will only pass to the Customer when the Customer has paid the agreed price, including accrued interest, reminder fees and all other amounts owed, etc., cf. clause 4. Candor's retention of title is, however, limited by the mandatory legal provisions in this regard applicable from time to time.
- 5.2 Until Candor has received full payment for the delivery, the Customer may not resell the Products, dispose of the Products or otherwise dispose of the Products in a manner contrary to Candor's retention of title. The Customer is also obliged to store the Products in such a way that the Products can be identified and so that they are not damaged, and the Customer must return the Products at the Customer's expense immediately upon Candor's request.

## 6. Terms of delivery

- 6.1 Unless otherwise agreed, the time of delivery is stated in the order confirmation sent by Candor. The time of delivery may be a specific date, or an indefinite date during a specific period of time. In the event the Customer provides information necessary for the execution of the order after the conclusion of the agreement, Candor is entitled to postpone the delivery date. Candor also explicitly makes reservations against any delays from Candor's suppliers.
- 6.2 Delivery is made "Ex works", Sandagervej 18B, DK-5854 Gislev, Denmark, unless otherwise specifically agreed between Candor and the Customer. From the time of delivery, the Customer bears the risk of the Products, and the Customer must pay all transport costs relating to the Products. If the Customer does not accept the Products at the time of delivery and thus breaches its obligation to collect the Products, Candor is entitled to terminate the agreement, claim damages against the Customer and store the Products at the Customer's expense.
- 6.3 If Candor chooses not to terminate the agreement, Candor is entitled to claim compensation for reasonable costs incurred by Candor as a result of the postponement of delivery which inter alia may include costs to labour, storage, etc.
- 6.4 In the event of a delay, Candor must inform the Customer of such. The customer is only entitled to nullify/cancel the order in the event of material delay, which, however, can only be done on the basis of the conditions set forth under clause 6.5.
- 6.5 If the Customer intends to nullify/cancel the order as a result of Candor's material delay, the Customer must – after the time when the delivery should have taken place – submit a written request to Candor demanding delivery within 20 calendar days. If Candor fails to deliver the Products within this deadline, the Customer may nullify/cancel the delayed part of the order. In addition, the Customer is entitled to claim from Candor its direct and documented costs of purchasing the corresponding product from another supplier, which in no case may exceed 15% of the price of the delayed part of the delivery. The Customer is not entitled to any other compensation in connection with the cancellation of the order.

## 7. Defects

- 7.1 The Customer is obliged immediately upon delivery of the Products to examine whether any of the Products are non-conforming. If the Customer finds or should have found any defects during the examination, the Customer must send a written complaint to Candor within 7 working days (counted from the time of delivery); failing such, the Customer will lose its right to claim the defects.
- 7.2 If the defects only become apparent at a later date, and if the Customer ought not to have discovered the defects during the preliminary examination, the Customer must immediately notify Candor in writing if the Customer intends to invoke the defects. If the Customer does not do so immediately, the Customer will lose its right to claim the defects.
- 7.3 The period for giving notice of defects will expire 12 months after the delivery of the Products, cf. clause 6.2. After this time, the Customer will not be entitled to give notice of defects.

- 7.4 In the event that the Customer claims defects requiring Candor's examination that subsequently proves that no defects can be documented in the sold Product for which Candor is liable, the Customer will be obliged to compensate Candor's reasonable costs associated with such examination which inter alia may include costs to transportation, labour and laboratory tests, etc.
- 7.5 In the event that a Product, for which Candor is liable, proves to be non-conforming, Candor may at Candor's sole discretion choose between rectifying the defect or making a replacement. If it is not possible to rectify the defect or make a replacement within a reasonable time having due regard to the non-conforming Product in question, the Customer is entitled to a proportionate reduction of up to a maximum of 15% of the purchase price of the non-conforming Product, alternatively request a third party carry out the rectification, cf. clause 7.6. The Customer is not additionally entitled to any kind of compensation, indemnification for loss or to otherwise give notice of defects in connection with a non-conforming Product.
- 7.6 If replacement or rectification of the defects does not take place within a reasonable time having due regard to the non-conforming Product in question, the Customer is entitled - as an alternative to demanding a proportionate reduction - to have a third party carry out the rectification at Candor's expense, provided that: (i) Candor is informed in writing before the rectification is initiated, (ii) Candor's costs in this connection are limited to the direct costs associated with the rectification, (iii) the rectification is carried out at a reasonable price, and (iv) the price of the rectification cannot in any case exceed 15% of the price of the non-conforming Product. The customer cannot both request a third party to carry out the rectification and obtain a proportionate reduction.
- 7.7 If the defect can be deemed material and Candor is unable to rectify the defect within a reasonable time, cf. clause 7.5, the Customer is instead entitled to nullify/cancel the defective part of the order. In addition, the Customer is entitled to claim from Candor its direct and documented costs of purchasing the corresponding product from another supplier, which in no case may exceed 15% of the price of the non-conforming Product. The Customer is not entitled to any other compensation in connection with the cancellation of the order.
- 7.8 If the Product is not used and stored properly as provided for or as otherwise stated by Candor, the Customer will not be entitled to give notice of defects. The Customer is also not entitled to give notice of defects if the Customer has failed to carry out necessary maintenance, made changes/interventions in the Product, has carried out rectification, or if Candor has manufactured the Product according to the Customer's instructions, drawings, design and/or specifications.

## **8. Product liability**

- 8.1 Candor is liable for damage caused by the Products to immovable property, movable property, or to equipment in which the Products are incorporated to the extent that such damage is covered by Candor's industrial and product liability insurance in force from time to time, and then only at an amount corresponding to the amount that Candor, subject to a final decision, will obtain for the damage in question from the insurance company.
- 8.2 The Customer is obliged to indemnify Candor in the event that Candor is held liable towards third parties for damage for which Candor is not liable in accordance with the Terms of Sale and Delivery.
- 8.3 With regard to personal injury, Candor will be liable only to the extent that it can be proved that any damage is attributable to Candor's omission or negligence.
- 8.4 Candor is under no circumstances liable for product liability if the damage is due to the Product not being used and/or stored properly as provided for or as otherwise stated by Candor, unless otherwise set forth under clause 8.1.
- 8.5 Candor is not liable for indirect losses, including operating losses, loss of time, loss of profit or liquidated damages.
- 8.6 The Customer is obliged to take out relevant product liability insurance, just as the Customer is obliged to become a defendant in any matter under the court of law/arbitration tribunal hearing a claim about Candor's product liability, if any.

## **9. General limitation of liability**

- 9.1 In no event will Candor be liable for financial loss, consequential loss, loss of time, lost earnings, consequential damage or indirect loss. In all events Candor's liability is limited to the invoice price of the purchased Product. However, in the event of Candor's gross negligence, the limitations under clause 9 shall not apply.

## **10. Other Terms and Conditions**

- 10.1 Candor may change the Terms of Sale and Delivery at any time. The Terms of Sale and Delivery in force at any time can be found on Candor's website in an updated version.
- 10.2 The Customer obtains no right to Candor's industrial or intellectual property rights by purchasing Candor's Products.
- 10.3 Candor is entitled to assign rights and obligations with regard to the fulfilment of orders to third parties without such requiring the Customer's consent.
- 10.4 Information mentioned in Candor's material of any kind, including on the website, published price lists or catalogue material is of an indicative nature. The information is only binding if explicitly agreed between the Customer and Candor.
- 10.5 No regulatory approval of any kind is included in the delivery of the Products, and it is for the Customer to investigate if the purchased Product may be used for the intended purpose.

## **11. Force majeure and hardship**

- 11.1 It is a case of force majeure when Candor or Candor's sub-supplier is prevented in whole or in part from fulfilling any contractual obligations assumed because of war, mobilisation, civil riots, natural disasters, strikes or lock-outs, epidemics, pandemics, failing supplies of raw materials, fires or other destruction to Candor's production plant or any other extraordinary event preventing or limiting Candor's normal manufacturing process, and that Candor neither could have or ought to have foreseen when concluding the contract.
- 11.2 In the event of force majeure and/or hardship, Candor may choose to revoke the concluded contract or parts thereof or to perform delivery as soon as possible after the hindrance has ceased.
- 11.3 In case of force majeure and/or hardship, Candor is not liable for the Customer's loss, if any, as a result of missing or delayed delivery.

## **12. Governing law and venue**

- 12.1 The Terms of Sale and Delivery are subject to the general rules of Danish law, which also apply to all offers, order confirmations, invoices and other issues pertaining to business matters connected with the Products. The Terms of Sale and Delivery shall be interpreted in accordance with Danish law, except provisions on governing law and the international sale of goods act (CISG).
- 12.2 The parties shall seek to settle any dispute that may arise between them in relation to the Terms of Sale and Delivery by direct negotiation between the parties.
- 12.3 If the parties cannot settle the dispute by direct negotiation, the dispute must be resolved through mediation. The mediator shall be appointed by the parties in consensus. If the parties cannot agree on the appointment of a mediator, the mediator must be appointed by the chairman of Danske Mediatoradvokater.
- 12.4 All discussions prior to and in connection with mediation shall be confidential to all participants. If no other agreement is concluded in the context of mediation, the costs of the mediator shall be shared equally between the parties. Each party shall bear the costs of its own advisers in connection with the mediation.
- 12.5 If the dispute is not resolved by mediation within 8 weeks after the mediation has commenced from the first mediation meeting, the dispute shall be settled by the District Court in Svendborg as exclusive jurisdiction.