

STANDARD TERMS AND CONDITIONS OF DELIVERY for Bent Brandt as

Purpose

These General Terms and Conditions of Delivery (June 2023) for Bent Brandt as (hereinafter "BENT BRANDT") shall apply to the sale of any service provided by BENT BRANDT, unless expressly waived or modified by other written agreement.

A statement of specific or general terms in tender documents, orders, acceptances, or terms of purchase by the Customer shall not be considered an exception to these terms and conditions, unless such exceptions have been agreed in writing by BENT BRANDT.

1. Technical information, instructions, etc.

Product information, illustrations, drawings and technical data, such as volume/capacity, etc. in brochures and other promotional materials, etc. are only meant to serve as guidelines. Information provided by BENT BRANDT shall only be considered binding when a separate written guarantee has been provided for it as part of the agreement.

The Customer bears the full responsibility for selecting their service, which includes ensuring that the Customer can achieve the expected results and functionality and that the product can function within the Customer's current or intended operating environment.

2. Delivery and delivery time

Delivery clause is ex-works, Langdysen 7, DK-8200 Aarhus, Denmark (Incoterms 2000) unless otherwise expressly agreed in writing.

Delivery times are according to best estimate and are not binding for BENT BRANDT, unless a fixed delivery date has been expressly agreed.

An expressly stated fixed delivery date will be postponed by the number of days that pass between the conclusion of the agreement and the time when BENT BRANDT has received all technical specifications and other necessary information from the Customer and the latter has otherwise complied with all other required formalities and/or agreed terms.

If delivery cannot be made due to the circumstances of the Customer, the goods will be deposited at BENT BRANDT's warehouse, at the Customer's risk and expense. BENT BRANDT shall be entitled to charge warehouse rent and recovery of costs, etc.

If there is a delay for which BENT BRANDT is responsible, the Customer shall be entitled to make a written delivery demand to BENT BRANDT, provided that the Customer sets a final deadline of at least 20 working days during which delivery must take place and stating the Customer's intention to cancel the purchase if delivery is not made before that deadline. The Customer is only entitled to terminate the agreement if delivery is not made within that period. In addition to the aforementioned termination remedy, the Customer shall have no other remedy for delay and may therefore not, for example, make a claim for compensation of any kind, including for operating losses and similar, which arise from the delay.

3. Payment

The purchase price falls due for net cash payment on delivery, unless otherwise agreed.

In the event of late payment, the Customer shall pay interest at a rate of 1.5% per commenced month on the balance due, from the final due date until the amount is credited to BENT BRANDT's account at BENT BRANDT's bank.

The customer may not set off the purchase price against any claim that may arise from other legal relationships and the Customer may not exercise any lien or deny payment on grounds of delay, complaint or counterclaim for the relevant delivery.

4. Retention of title

BENT BRANDT shall retain ownership of any delivery until the full purchase price plus any interest and costs has been paid.

5. Warranty

BENT BRANDT grants the Customer a warranty equivalent to that which BENT BRANDT has received from BENT BRANDT's own supplier/manufacturer. Please refer to the individual supplier's/manufacturer's warranty provisions applicable at any time. Regardless of the above, BENT BRANDT issues a 12-month warranty against manufacturing defects. BENT BRANDT issues no other warranties unless explicitly agreed in writing. The following provisions concerning complaints and deficiencies, limitation of liability, etc. shall otherwise apply to warranty claims.

6. Complaints and deficiencies

Immediately and no later than one week after receipt of a delivery, the Customer shall check the goods/services and inspect them for any deficiencies. If the Customer finds deficiencies, the Customer must immediately make a complaint to BENT BRANDT in writing,

specifying the deficiencies invoked. In cases involving shipping damage, the Customer must make a complaint to the carrier and BENT BRANDT immediately upon receipt. The right to invoke deficiencies shall lapse if complaints are not made in due time. Defects discovered later than 12 months after delivery cannot be claimed. In the event of defects in the product delivered, BENT BRANDT is always entitled to replace or remedy the defective product or give the Customer a proportionate reduction in the agreed purchase price as determined by BENT BRANDT.

If deliveries are made outside of Denmark, including deliveries to the Faroe Islands and Greenland, BENT BRANDT will cover only the materials for remedial action. Labour costs incurred for remedial action or installation in case of replacement are borne by the Customer in these cases.

No other remedies for breach of contract are available to the Customer other than those stated above, including claim for damages..

7. Limited liability for defects

In case of a defect, BENT BRANDT can never, regardless of the basis on which a claim is raised and regardless of the degree of negligence, be liable for indirect losses or consequential damages such as loss of operations, loss of profit, loss of expected cost savings and the like. BENT BRANDT's liability for any loss is limited to the amount, which the Customer has paid for the service or product (or lack thereof) on which the claim is based.

8. Product liability

BENT BRANDT is responsible for damage to consumer property under the provisions of the Danish Product Liability Act, which cannot be derogated from by agreement.

BENT BRANDT is not subject to product liability for damage to commercial property, unless the damage to the commercial property is caused by gross negligence on the part of BENT BRANDT.

Under no circumstances can BENT BRANDT's product liability or liability on other legal basis for damage to commercial property include loss of operations, loss of profits or other indirect loss. However, BENT BRANDT's product liability for damage to commercial property is in any case limited to the coverage according to BENT BRANDT's product liability insurance.

The Customer must inform BENT BRANDT in writing without undue delay if the Customer becomes aware of a damage caused by the product purchased, if a third party claims that such damage has occurred or if there is a risk that such damage will occur. To the extent that liability is imposed on BENT BRANDT towards a third party, the Customer is obliged to indemnify BENT BRANDT to the same extent to which BENT BRANDT's liability is limited in accordance with this clause.

9. Return of electrical waste

The Customer is entitled to return to BENT BRANDT any electrical and electronic equipment that was sold to the Customer. The Customer shall provide for the return of electrical and electronic equipment to the address designated by BENT BRANDT, at the Customer's own expense. BENT BRANDT shall handle the electrical and electronic waste in accordance with Section 9 j) of the Danish Environmental Protection Act. Between the Customer and BENT BRANDT, the terms "electrical and electronic equipment" and "waste electrical and electronic equipment" shall be defined as set forth in Section 9 i), No. 1 and No. 3 of the Danish Environmental Protection Act and Section 3, Nos. 1-5 of the Danish Executive Order No. 664 of 27 June 2005 on the handling of electrical and electronic equipment.

10. Force majeure

BENT BRANDT shall not be held liable to the Customer if the following circumstances occur after the conclusion of this Agreement and prevent or delay its fulfilment: war and mobilisation, riots and civil unrest, acts of terrorism or the threat thereof, natural disasters, strikes and lockouts, shortages, defects or delays in deliveries from subcontractors, fires, lack of transport options, currency restrictions, import and export restrictions, death, illness or resignation of key personnel or other circumstances beyond BENT BRANDT's direct control. In such a situation, BENT BRANDT shall be entitled to postpone delivery until the obstacle no longer exists or, alternatively, may cancel the contract in whole or in part without liability.

11. Governing law and legal venue

Any dispute between BENT BRANDT and the Customer shall be settled according to the laws of Denmark. The aforementioned choice of legal venue rule does not include the provisions of private international law implemented in Danish law.

As determined by BENT BRANDT, the dispute shall be settled by the City Court in Aarhus (Byretten i Aarhus) as the proper legal venue, or by arbitration before a board of arbitration established by the Danish Institute of Arbitration, in accordance with the "Rules of Procedure of the Danish Institute of Arbitration." The arbitration tribunal shall be seated in Aarhus.

Notwithstanding the above, BENT BRANDT shall retain the right to initiate legal proceedings against the Customer before the Customer's own legal domicile.