

# Nordic Steel Force ApS

## General Terms and Conditions of Sale and Delivery

### 1. APPLICATION

Unless otherwise required by mandatory legal provisions or expressly agreed in writing between the parties, any offer, sale, or delivery from Nordic Steel Force ApS (hereinafter referred to as the "Seller") shall be governed by the following General Terms and Conditions of Sale and Delivery, which shall take precedence over any terms stated in the Buyer's order or acceptance.

### 2. OFFERS AND ORDER CONFIRMATION

Offers are valid for 30 days from the date of issuance unless otherwise stated. Agreements beyond what is specified in the offer or order confirmation are only binding upon written confirmation from the Seller. A final agreement on delivery is considered concluded only upon the Buyer's receipt of the Seller's order confirmation, which alone is binding for the Seller. In the event of a price increase from the Seller's suppliers of raw materials, etc., the Seller reserves the right to adjust the price in the offer or order confirmation without this constituting a breach of contract by the Seller. However, this right is conditional on the price increase being ascertainable prior to delivery, cf. Section 5. The Seller must promptly issue and send a corrected invoice to the Buyer. The Seller is also entitled to insist that the Buyer remains bound by the agreement despite the price adjustment.

### 3. DRAWINGS, DESCRIPTIONS, MODELS, ETC.

All drawings and technical documents related to the Seller's products, or their manufacture, that are provided to the Buyer prior to the conclusion of an agreement, remain the property of the Seller. Received drawings, technical documents, or other technical materials may not be used for any purpose other than for the preparation of an offer, without the Seller's explicit consent. Material covered by this provision may not, under any circumstances, be misused or disclosed to third parties and must be returned to the Seller immediately if the offer is not accepted.

### 4. PRICES, FREIGHT, AND INSURANCE

The price solely covers the services/products explicitly stated in the written offer or order confirmation. Prices are ex works Holbæk and do not include packaging. Upon the Buyer's request and subject to a separate agreement, the Seller may assist in arranging freight and insurance on behalf of the Buyer, which will be invoiced separately. Freight arrangements will automatically include the procurement of packaging, also invoiced separately. The packaging becomes the property of the Buyer and is non-returnable. In all cases, delivery shall be considered to have taken place ex works Holbæk.

### 5. DELIVERY

Unless a specific delivery clause has been agreed, delivery shall be ex works Holbæk, meaning that the Buyer assumes the risk for any accidental events affecting the goods during transport, unloading, and unpacking. This applies regardless of order size and regardless of whether the Seller covers the transportation costs within the purchase price, which in any case requires a separate written agreement between the Seller and the Buyer. If delivery is delayed due to circumstances described in Section 10, the delivery time shall be extended for the duration of the hindrance. Both parties shall, however, be entitled

to cancel the purchase without liability if the hindrance has lasted for more than six months. This provision applies regardless of whether the cause of the delay arises before or after the agreed delivery date. If the Buyer cancels the purchase due to a hindrance under Section 10 that has lasted longer than six months, the Buyer shall not be entitled to claim compensation from the Seller.

### 6. PAYMENT

If the Buyer has been granted credit, payment shall be due in accordance with the payment terms specified in the offer and order confirmation. If payment is not made promptly on the due date, the Buyer shall pay interest on the delayed amount at a rate of 3.5% per commenced month, calculated 30 days from the invoice date. If the purchase price is not paid on time, the Seller reserves the right to withhold all ongoing deliveries and prevent the release of delivered goods until the Buyer has settled all outstanding amounts, including any applicable costs and interest.

### 7. COMPLAINTS

Upon receipt and before the goods are put into use, the Buyer must immediately inspect the delivered goods to ensure that the delivery is free from defects. Complaints regarding defects, including quantity discrepancies that are or should have been discovered during such incoming inspection, must be submitted in writing without undue delay. If the Buyer has discovered or ought to have discovered a defect and nevertheless fails to submit a complaint as specified, the Buyer shall forfeit the right to assert the defect against the Seller at a later time.

### 8. LIABILITY FOR DEFECTS AND DELAYS

The Seller shall not be liable for any loss of operations, loss of profit, or indirect losses arising from the agreement, including indirect losses resulting from delays or defects in the goods sold. Other losses that can be proven by the Buyer shall be governed by the general rules of Danish law on compensation, though the Seller's liability shall in all cases be limited to the price stated in the offer or order confirmation.

### 9. RETENTION OF TITLE

The Seller retains ownership of the goods sold, subject to the limitations imposed by mandatory legal provisions, until the full purchase price, including any accrued costs, has been paid to the Seller or to the party to whom the Seller has assigned their rights.

### 10. FORCE MAJEURE

The following circumstances shall exempt the Seller from liability if they prevent the fulfilment of the agreement or make such fulfilment unreasonably burdensome for the Seller, without the Seller being required to prove actual impossibility, whether in kind or financially: Industrial disputes and any other circumstances beyond the control of the parties, such as fire, war, mobilization or unforeseen military call-ups of similar scope, seizure, currency restrictions, riots and civil unrest, pandemics, shortage of transport, general scarcity of goods, restrictions on energy supply, as well as deficiencies or delays in deliveries from subcontractors caused by any of the circumstances mentioned in this section. Circumstances as described above that had already occurred prior to the submission of the offer or conclusion of the agreement shall only exempt the Seller from liability if their impact could not reasonably have been foreseen at that time.

Circumstances as mentioned above that occurred prior to the submission of the offer or the conclusion of the agreement shall only exempt the Seller from liability if their impact could not reasonably have been foreseen at that time. The Seller is obliged, without undue delay, to notify the Buyer in writing if any of the above-mentioned circumstances occur.

### 11. PRODUCT LIABILITY

**11.1** The Seller is only liable for product liability in accordance with the Danish Product Liability Act or the rules established by legal precedent, when it is documented or proven by the Buyer or a third party that the damage was caused by an error or negligence on the part of the Seller.

**11.2** Under no circumstances shall the Seller be liable for loss of operations, loss of profit, or any other indirect losses resulting from an established product liability as mentioned above.

**11.3** If the Seller is held liable for product liability towards a third party—whether under the Danish Product Liability Act or based on legal precedent—the Buyer is obligated to indemnify the Seller for any amount the Seller has paid in that regard. This disclaimer of liability shall apply only if the Buyer is considered a producer under Section 4(1) of the Danish Product Liability Act, cf. Section 12.

**11.4** If product liability is established for the Seller under this provision, such liability shall in all cases be financially limited to DKK 15,000,000 for commercial property damage.

### 12. EXECUTION

We are certified to perform welding in steel in accordance with EN1090 EXC3 and ISO 3834-2.

We are certified to perform welding in steel in accordance with EN1090 EXC2 and ISO 3834-2. Unless otherwise agreed, welding is carried out according to the following standards: Steel: EN1090-2 EXC2 / ISO 3834-3

### 13. RETURN

Returnering af varer kan, uanset anledning, kun ske efter skriftlig aftale med sælger. Ved returnering af varer, som svarer til købers bekræftede ordre, krediteres varerne maksimalt med 80% og dette under forudsætning af, at den ikke-krediterede del af ordren berigtiges ved kontant indbetaling. Specialfremstillede varer kan ikke returneres.

### 14. VENUE

Any dispute arising from the trade relationship between the parties shall be governed by Danish law. For transactions involving international buyers, the CISG (United Nations Convention on Contracts for the International Sale of Goods) shall apply to any sales-related dispute, provided that the buyer's country, like Denmark, has ratified the CISG. If this is not the case, the Danish Sale of Goods Act and Danish law shall apply. The dispute shall be settled by the Court of Holbæk, Denmark, as the court of first instance.