

# TERMS AND CONDITIONS OF SALE AND DELIVERY

## 1. Applicability

These general terms and conditions of sale and delivery ("**Conditions**") shall govern the current and future supply and delivery of products and services ("**Products**") from AVK International A/S ("**Supplier**") and purchased by the purchaser ("**Purchaser**"), unless otherwise agreed in writing. The applicability of any general and special terms and conditions of the Purchaser shall be excluded.

## 2. Quotations and Orders

The Supplier's quotations of Products and pricing shall be subject to change.

Contracts for delivery shall be accepted upon (i) written quotation by the Supplier accepted by the Purchaser in accordance with the terms of the quotation and subsequently confirmed by the Supplier in writing (ii) written confirmation by the Supplier of the Purchaser's order (each a "**Binding Order**"). A modification of a Binding Order shall be in writing.

## 3. Prices

All prices quoted by the Supplier shall be valid for 30 days only. The price of the Products shall be the price quoted by the Supplier or, where no price has been quoted (or the quoted price is no longer valid), the price listed in the Supplier's pricelist applicable at the date of acceptance. All prices shall be quoted by the Supplier on an ex works basis (EXW – INCOTERMS 2020) unless otherwise agreed in writing. The costs of packaging will be charged to the Purchaser in addition to the price of the Products. The prices are exclusive of any import duties, VAT, levies, taxes and other charges which may be imposed on the Products. Any typographical, clerical or other error or omission in any quotation, pricelist, acceptance offer, or other document or information issued by the Supplier may be corrected by the Supplier without any liability on the part of the Supplier.

The Supplier reserves the right by giving notice to the Purchaser at any time prior to dispatch to increase the price of the Products to reflect any substantial increase in the cost of the Supplier, which is due to factors beyond the control of the Supplier (including, but not limited to, any foreign exchange fluctuation, currency

regulation, alteration of duties, significant increase in the cost of labour, materials or other cost of manufacture or transportation) that gives the Supplier a disadvantage compared to the circumstances prevailing at the date of the acceptance of the Binding Order. Any such increase of price shall reflect the actual increased cost level as evidenced by the Supplier's records.

## 4. Terms of Payment

The Supplier shall be entitled to invoice the Purchaser for the price of the Products on, or at any time after, the scheduled delivery of the Products. The time of payment of the price of the Products is of the essence. The Purchaser shall pay the invoice for the Products within 30 days of the date of the invoice from the Supplier. If the Purchaser fails to make full payment on the due date, then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to (i) charge interest on the amount unpaid, at a rate of, at present, 1,00 % per month or fraction thereof (interest will be added monthly) and (ii) charge a fee of EUR 20 per payment reminder.

In the event of any payment default by the Purchaser, the Supplier shall be entitled to postpone the delivery and to store any undelivered Products at the expense of the Purchaser by use of a freight forwarding agency or by utilizing the storage facilities of the Supplier until payment of due invoices.

## 5. Delivery

Delivery shall take place EX WORKS (INCOTERMS 2020). Prior to dispatch, the Purchaser shall give the Supplier information regarding VAT number of the Purchaser. Upon receipt of the Products, the Purchaser shall issue to the Supplier a notice acknowledging the receipt of the Products and return required export statements. The Supplier shall be entitled to make partial deliveries. If the Purchaser fails to take delivery, the Supplier shall be entitled to store any undelivered Products at the expense of the Purchaser, i.e., by use of a freight forwarding agency or by utilizing the storage facilities of the Supplier. In the event of late delivery attributable to the Supplier, the Purchaser may seek liquidated damages for delay equal to zero-point five (0.5%) percent of the price of the invoiced value of the delayed

Products per week or fraction thereof up to a maximum of five (5.0%) percent of the invoiced value of the delayed Products. Liquidated damages as set out in this clause 5 shall be the only remedies available to the Purchaser in the event of a delay in delivery or non-delivery.

## 6. Cancellation and Return

A Binding Order can only be cancelled by written agreement between the Supplier and the Purchaser. The Supplier shall be entitled to charge the Purchaser with all costs that the Supplier may incur as a result of the Purchaser cancelling an order. Returns cannot be accepted more than 6 months after delivery.

The Purchaser cannot expect to receive payment of more than 70% of the purchase price of the Products returned. All returns must show the original invoice number, the date of delivery and be in a good sellable condition.

Return of special Products, Products which have been specially manufactured for the Purchaser or standard Products which have been changed to meet the Purchaser's specifications, shall not be accepted.

## 7. Packaging

Packaging may not be returned. Packaging which has been charged separately may be returned no later than three (3) months after the time of delivery but only upon written agreement.

## 8. Defects

The Purchaser shall be solely responsible for satisfying itself that the Products shall be suitable and/or fit for the particular purpose for which they have been ordered.

Products shall be deemed defective only when the Purchaser is able to prove that the Products are not in conformity with the Binding Order. At any rate, Defective Products shall be deemed not to include any non-conformity caused by

- (i) the use of a Product for an application for which it has not been designed or which has not been recommended by the Supplier;
- (ii) any change by the Purchaser of the chemical composition of the

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- (iii) medium or treatment of the medium for which the Products has been used; installation which is not in accordance with the Supplier's installation instructions (if any) and accepted codes of good practice;
- (iv) lack of or faulty maintenance; and
- (v) normal wear and tear.

The Purchaser shall carry out a reasonable inspection of the Products within five (5) working days following the receipt of the Products, ascertaining that no transport damage has occurred, and shall notify the Supplier in the event of transport damage.

All other defects shall, to the extent possible, be notified to the Supplier within fifteen (15) working days from detection, by defining the defect and declaring the claims to be asserted (the "**Notification Period**"). In any event, the Purchaser shall lose the right to rely on a lack of conformity of the Products if the Purchaser does not give notice thereof to the Supplier within a period of (i) two (2) years from the date of installation at the latest or (ii) three (3) years (collectively the "**Cut-Off Date**") from the date on which the Products were delivered (whichever occurs first). In respect of electronic Products, incl. VIDi Products, the Purchaser shall notify the Supplier of any non-conformity no later than two (2) years from the date of delivery, or the Purchaser shall no longer have the right to make any claim against the Supplier (the "**Short Cut-Off Date**"). The Purchaser may, at the Purchaser's discretion, demand the Supplier to repair or replace the non-conforming Products. The Supplier shall cover direct costs for access and restoration, transport of a defect-free product to the site of installation, dismantling and reinstallation at the site of installation of the defective Products. In the event of repair or replacement by the Supplier, the Cut-Off Date and/or the Short Cut-Off Date period shall run from the time when the Products were first actually delivered, and not from the time of repair or replacement. No other remedies shall be available to the Purchaser in the event of a lack of conformity of the Products.

## 9. Retention of Title

Notwithstanding delivery and the passing of the risk involved in the Products, or any other provision of these Conditions, the ownership of the Products shall not pass to the Purchaser until the Supplier has received in cash or cleared funds payment in full of any amount due. Until such time as the ownership of the Products passes to the Purchaser, the Purchaser shall hold the Products as the Supplier's fiduciary agent and bailee and shall keep the Products separate from those of the Purchaser and third parties and properly stored, protected and insured and identified as the property of the Supplier. Until that time, the Purchaser shall be entitled to re-sell or use the Products in the ordinary course of its business but shall account to the Supplier for the proceeds of sale or otherwise the Products, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any monies or property of the Purchaser and third parties and, in the event of tangible proceeds, properly stored, protected and insured.

Until such time as the ownership to the Products passes to the Purchaser (and provided the Products are still in existence and have not been re-sold), the Supplier shall be entitled, at any time, to require the Purchaser to deliver the Products to the Supplier and, if the Purchaser fails to do so, forthwith to enter upon any premises of the Purchaser or any third party where the Products are stored and re-possess the Products.

## 10. Liability

Notwithstanding anything to the contrary in these Conditions, for any and all claims, losses, costs and damages whether such are based on indemnification, contract negligence, breach of contract, breach of warranty, statutory rules or otherwise and to the fullest extent permitted by applicable law, the liability of the Supplier shall be limited to:

- (i) in respect of property damage, the yearly limit shall be EUR 5 million (5,000,000); and
- (ii) in respect of any other liability, the total aggregate liability of the Supplier

- shall be limited to the amount of the purchase price of the Products payable under the relevant Binding Order; and
- (iii) reasonable costs for access and restoration, transport of a defect free product to the site of installation, dismantling and reinstallation at the site of installation of the defective Product to a maximum of EUR five million a year (5,000,000).

In no event shall the Supplier be liable to the Purchaser or to any third party for loss of profits, loss of revenue, loss of business opportunity, loss of time or for any indirect, incidental, special, consequential, punitive or exemplary damages arising out of or related to the delivery of any Products.

The limitation of liability set out above in this clause 10 shall not apply:

- (i) in the event of claims for compensation as a result of death or bodily injury;
- (ii) in the event of liability according to mandatory law;
- (iii) in the event of wilful intent or gross negligence on the part of the Supplier; and
- (iv) for reasonable costs in the event of an infringement of intellectual property rights related to the Supplier's performance; except infringement or violation arising from or based upon the Supplier's compliance with particular requirements of the Purchaser that differ from the Supplier's standard specifications for the Products.

## 11. Force Majeure

The Supplier shall not be liable for any delay or failure of performance due to strikes, lockouts, fires, floods, act of governmental authority, epidemics, pandemics, terrorism, political instability within the country in which the Supplier operates, acts of God or other causes beyond the Supplier's reasonable control provided that the Supplier has given notice to the Purchaser

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of any such cause for delay or anticipated delay promptly following its commencement and has done its commercially best efforts to perform as expeditiously as possible. If the delay or failure in performance lasts more than 30 days, the Purchaser shall have the right, without liability to the Supplier, to immediately terminate the Binding Order(s) in respect of such part of the Products which cannot be used as intended by the Purchaser as a consequence of the force majeure event.

## 12. Software

If the Product is delivered with embedded software or any additional software is purchased, the Purchaser (or end-user if the Purchaser is a distributor) shall obtain a non-exclusive, non-transferable, non-sublicensable, and revocable software license in the form of a right of use to the software solely for the purposes set out in the applicable specification of the Product. Unless explicitly set out in the applicable Binding Order, the Purchaser shall obtain (i) no rights in the form of patent, copyright, trademark or other proprietary right connected to the software, (ii) no rights to software source codes, (iii) no authorization to make any changes, additions, improvements, alterations, or modifications of any kind to the software, (iv) no right to copy, reproduce, modify, pass on to or in any other way communicate the software to a third party without prior permission from the Supplier. The Purchaser shall be solely responsible for satisfying itself that the software supplied will function in combination with the Purchaser's other equipment, software or materials. The Supplier shall not be liable for, and the Purchaser shall indemnify and hold the Supplier harmless from, any and all claims, losses, costs and damages arising as a result of a configuration or change that is incorporated into the software at the Purchaser's request or a process use requested or controlled by the Purchaser. The Supplier does not guarantee that the software supplied will function uninterrupted.

If the Product is delivered with embedded software or if any additional software is purchased, such software shall be subject to further detailed license terms, End User License Agreement ("EULA"), which shall, for the avoidance of doubt, supersede any contradicting terms and conditions set out in these Conditions.

Unless otherwise agreed in writing, e.g., in the EULA, the software shall be provided on an automatically renewed yearly subscription, which shall be invoiced subject to clause 4 of these Conditions. Termination of such subscription shall be provided in writing end of month + 30 days.

## 13. Intellectual Property Rights ("IPR")

The Supplier shall have the sole and exclusive right to all registered or non-registered IPR of any kind (including, but not limited to, patents, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, goodwill, rights in designs, rights in computer software, database rights, ideas, know-how, inventions, technical improvements of any type and trade secrets) in relation to the Product, including but not limited to drawings, calculations, designs, details of production, computer programs, data, prototypes, samples, models, moulds and other physical and/or electronic documents, information and materials.

In the event of infringement or violation of IPR of any kind arising from or based upon the Supplier's compliance with particular requirements of the Purchaser that differ from the Supplier's standard specifications for Products, the Purchaser shall indemnify and hold the Supplier harmless from any and all claims, losses, costs and damages arising as a result of such a deviation.

## 14. No waiver

Any waiver by either party of a breach of any provision of these Conditions shall not be regarded as a waiver of any subsequent breach or any other provision of these Conditions.

## 15. Severance

If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

## 16. Default of the Purchaser

If the Purchaser commits any breach of obligations towards the Supplier, the Supplier shall be entitled (without prejudice to any other rights of the Supplier) forthwith (i) to suspend further performance by the Supplier or (ii) to terminate the Binding Order(s) affected.

## 17. Venue and Jurisdiction

These Conditions shall be governed by the laws of Denmark, with exclusion of any choice of law rules. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is explicitly included for international sales. Any dispute or claim arising out of or in connection with these Conditions shall be referred to and resolved by arbitration, however, the Supplier may at its own discretion sue the Purchaser at any place of jurisdiction through ordinary court. Arbitration shall be conducted in accordance with the rules of The Danish Institute of Arbitration in force at the time when such proceedings are commenced. The place of arbitration shall be in the capital in the state of the Supplier. English shall be the language used during any such proceedings unless otherwise agreed in writing between the Parties. In addition to the aforesaid, either party shall be entitled to seek injunctive relief by a competent court as may be necessary to restrain any breach or threatened breach of these Conditions by the other party.

AVK International A/S  
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**We assume no responsibility for any printing errors.**  
**The prices are valid until 2025.12.31 or until a new price list is available.**

**All prices are based on full pallet deliveries**

Delivery-code:      A = max. 2 weeks  
                                 B = max. 8 weeks  
                                 C = > 8 weeks