

General Terms and Conditions of Sale and Delivery

These "General Terms and Conditions of Sale and Delivery" apply to all deliveries of products or services from Dynamica Ropes ApS and any of its affiliates (the "Seller") to any customer or person or entity (the "Buyer") purchasing products and goods ("Products"). Any modification made between the Seller and the Buyer must be mutually accepted by an express written agreement between the parties.

1. Conclusion of Agreement

A purchase offer is only accepted when the Buyer has received the Seller's written, including electronic, acceptance of the offer, or the Seller has received the Buyer's corresponding acceptance of the offer within the acceptance period. Quotations made by the Seller to a Buyer shall only remain valid for four (4) weeks counted from the date of submitting the quotation. Acceptance per e-mail from the Buyer shall have arrived at the Seller before expiry of the time limit. Otherwise, the quotation shall lapse.

2. Quantity and Execution

The Seller reserves the right to deliver finished products with a tolerance of $\pm 5\%$ on length and weight, for both full and cut lengths. As a rule, no refund or returns shall be acknowledged for tailor-made products.

Cutting, splicing, and other handling are offered at an additional charge. Cut products are only sold according to customers' specifications. Information on type, weight, dimensions, and finishing features ("Product Information") is available in the Seller's product catalogue, Data Sheets, and Certificates. Product Information shall only be binding on the Seller insofar as it is explicitly stated in the Seller's order confirmation.

3. Samples and Descriptions

Samples, images, technical descriptions, and similar materials intended for the production of Products at the Seller's premises, provided to the Buyer before or after the conclusion of the agreement, remain the property of the Seller and must not be copied, reproduced, or otherwise presented to competing companies unless the Seller has given written consent. The Buyer's approval of sent product samples must be given in writing to the seller.

4. Delivery and Transfer of Risk

Unless otherwise expressly agreed, deliveries are considered sold DAP (Delivered at Place) according to Incoterms 2022.

5. Delivery and delay

Periods and dates of delivery are always non-binding unless expressly confirmed as binding by the Seller. If a non-binding is delivery date is exceeded by more than 90 days, both the Seller and the Buyers shall have the right to terminate the agreement without being entitled to raise a claim against the other party in that connection. In the case of a delay other than the above-mentioned, the Buyer shall be entitled to terminate the

agreement if the delay is considered substantial in accordance with the rules of Danish Law. The Buyer shall, however, inform the Seller in advance about the situation and in view of the circumstances give a reasonable time limit for the Seller to attempt delivery. The Buyer shall not be entitled to claim compensation for indirect losses, e.g. operating losses, loss of income or any other consequential losses. Compensation for delay can at most be the total sales price of the Products of the delayed delivery. If a non-binding delivery date is delayed due to Force Majeure (Clause 13), or should the Seller otherwise have difficulties in delivering on time due to non-delivery from suppliers or breakdown of operating equipment at the Seller, the delivery time should be postponed for as long as such circumstances last. In the event of any such obstacle arising, the Seller shall as soon as possible inform the Buyer hereof. If the obstacle lasts more than 30 days, both the Seller and the Buyers shall have the right to terminate the agreement without being entitled to raise a claim against the other party in that connection.

6. Prices

All prices are excluding VAT and other charges imposed. The Seller may change the price if, after the Seller's final offer/acceptance but before the payment date, the seller incurs documented new or increased costs due to changes in customs, taxes, duties, etc., to the extent that such additional costs directly influence the agreed delivery.

7. Packaging

Packaging is NOT included in the prices and is not reimbursed upon return unless otherwise agreed in writing. If modifications to the packaging can be made without any inconvenience to the Buyer, the Seller shall reserve the right to do so. The Seller shall only be obliged to provide special packaging and preservation if written agreement has been made to that effect.

8. Payment

The payment terms are stated on the order confirmation and/or invoice. Other forms of payment are only valid after acceptance by the Seller. In the event of late payment, the Seller is entitled to impose interest and reminder fees according to standard practice.

9. Retention of Title

The Seller retains title to the sold goods, until full payment is made.

10. Defects

Within reasonable time upon delivery (8 days) the Buyer shall inspect the purchased Products. In the event the Buyer intends to make a claim in connection with a defect, the Buyer shall be obliged to inform the Seller in writing immediately after he has discovered such defect, indicating the nature of the defect. If the Buyer has discovered or should have discovered the defect and does not make a complaint as stated, the Buyer shall not be entitled to submit a claim at a later time. The Seller shall be entitled to

decide whether any defective Products shall be repaired or

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replaced. If no remedial action is taken within reasonable time, the Buyer shall be entitled to terminate the agreement, claim purchase reduction or compensation in accordance with the Danish general rules of law. In the event of the Buyer failing to make a claim against the Seller concerning a defect within a period of one year after delivery, the Buyer forfeits the right to make any subsequent claim in connection with the defect. Modifications made to Products sold or interference with such Products without the Seller's prior written acceptance shall release the Seller from any obligation. If the Buyer has complained and it becomes apparent that there is no defect, the Seller shall be entitled to compensation for the work and the costs imposed on the Seller by the complaint. The Buyer shall not be entitled to compensation for indirect losses, e.g. operating losses, loss of income or any other consequential losses.

11. Product Liability

The Seller is not liable for damage to real property or personal property occurring while the delivered Products are in the possession of the Buyer. The Seller is also not liable for damage to products manufactured by the Buyer or products in which they are included. In other respects, the Seller is liable for damage to real property and personal property under the same conditions as for personal injury. The Seller is only liable for personal injury if it can be proven that the injury is due to an error or negligence committed by the Seller. To the extent the Seller incurs product liability towards third parties, the Buyer is obliged to indemnify the Seller to the same extent as the Seller's liability is limited above.

To the maximum extent permitted by applicable law, the Sellers's total aggregate liability, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising out of or in connection with the supply of goods or services, shall in no circumstances exceed [the total price paid by the Buyer for the goods giving rise to the claim].

The Seller shall not be liable for:

- (a) any loss of profit, loss of revenue, loss of business, or loss of anticipated savings;
- (b) any loss of or damage to goodwill or reputation; or
- (c) any indirect, special, or consequential loss or damage, in each case however caused, even if foreseeable.

12. Consequential Damages/Indirect Loss

The seller is not liable for business interruption, lost earnings, or other indirect losses.

13. Force Majeure

The seller is exempt from liability for missing deliveries, defects in the goods, or delays in deliveries caused by any event beyond the seller's control, including delays in the delivery of raw materials, machine parts, or strikes, IT system breakdown, cyber-attacks, etc.

14. Disputes

Any disputes between the parties relating to agreements governed by these sales and delivery terms shall be settled under Danish law by the Court in Kolding.