

**General terms and conditions:** All commercial agreements concluded by SKOV A/S are subject to these terms of sale and delivery. No agreements or obligations deviating from these will be accepted unless expressly confirmed in writing by SKOV A/S. These terms of sale and delivery shall be considered to have been accepted at the time the purchaser places an order.

**Quotes and orders:** SKOV A/S is only obligated to deliver the products, work, and services that are expressly described in the quote offered by SKOV A/S or in an order confirmation issued by SKOV A/S. Quotes offered by SKOV A/S and order confirmations issued by SKOV A/S are based on the prices for raw materials, consumables, labor costs, shipping costs, insurance costs, customs duties, exchange rates, etc. applicable at the time the quote or order confirmation was issued. The total performance may be subject to subsequent price increases that are outside SKOV A/S' control (such as increased material prices or increased transport costs). SKOV A/S therefore reserves the right to later change the price as a result of such price increases that occur during the time between when the quote was issued and the time of delivery. As a general rule, the customer can no longer demand changes to the agreement upon receipt of the order confirmation. However, exceptions can be made if SKOV A/S accepts and confirms the change, and the purchaser pays the extra costs associated with this change.

**Descriptions and drawings:** The printed illustrations and capacities, measurements, weights, dimensions, prices, technical and other data mentioned in the sales literature from SKOV A/S or its suppliers will be approximate values and are only binding if the agreement expressly refers to them. SKOV A/S reserves the right to change the design, etc. without prior notice. All drawings and technical documents related to products made available to the purchaser remain the property of SKOV A/S and must be returned if a delivery agreement is not signed. Such materials may not be used by the purchaser, copied, reproduced, disclosed to third parties or otherwise made known without prior written agreement from SKOV A/S.

**Product changes:** SKOV A/S reserves the right to at any time make changes to the products and design in relation to issued illustrated materials, etc. provided that the sold products meet the agreed standard requirements and any changes do not result in any form of impact on functional effectiveness or other inconvenience to the purchaser.

**Software and data:** The purchaser's use of SKOV A/S' software and SKOV A/S' collection and use of data are governed by SKOV A/S' terms and conditions for software and data, which can be found at [www.skov.com](http://www.skov.com).

**Purchaser's responsibility:** Unless agreed in writing, the delivery only covers the products developed by SKOV A/S. If other work, such as setup or modification of installations for electricity, water, and oil, any type of construction work, such as carpentry or bricklaying or other types of secondary work is necessary for the purchaser to use the delivery, such work, including design work, shall be performed by the purchaser or on behalf of the purchaser, who then bears the risk. All costs associated with such measures, including material costs, do not pertain to SKOV A/S. SKOV A/S is not responsible for requirements issued by authorities, such as environmental legislation, fire safety rules, building laws, or other types of law that are not specifically related to SKOV A/S' products. Therefore, it is up to the purchaser to procure, pay for, and bear responsibility for all required permits from authorities in connection with the installation, setup, and operation of the system. All plans for laying cables, foundations, buildings, and installation drawings produced by SKOV A/S are only guidelines and shall not be considered work diagrams.

**Assembly work:** If SKOV A/S performs the installation of the delivered equipment in whole or in part, a written agreement must be prepared that describes in detail the work/services that both SKOV A/S and the purchaser are responsible for, including payment deadlines. A date will also be established for SKOV A/S' commencement of the installation work, as well as a date for when the purchaser's work, such as construction work, must be completed. A date will also be established for SKOV A/S' commencement of the installation work, as well as a date for when the purchaser's work, such as construction work, must be completed. It is the purchaser's responsibility to ensure that supply and access conditions do not prevent the delivery or installation of SKOV A/S. SKOV A/S may require reimbursement for costs incurred as a result of delay caused by the purchaser. It is at all times the purchaser's responsibility to obtain all necessary permits and drawings as described above. Unless otherwise agreed in writing, all drawings must be delivered to SKOV A/S at least four (4) weeks before the start of installation. If the drawings are changed in relation to the drawings that were shown when the order was placed, reservations are made for extra costs associated with this. If delays or defects in the purchaser's work or service result in additional costs for SKOV A/S compared to those calculated at the time of the order confirmation, such extra costs will be paid in cash based on an invoice, as the purchaser must pay agreed installments on the original due date. Until SKOV A/S has completed assembly and the order has been delivered, the purchaser must take out a standard business insurance that covers loss and damages regardless of the cause in order to ensure that SKOV A/S is directly insured in accordance with this policy. If such a policy is not taken out by the purchaser, SKOV A/S must nevertheless be covered as if the insurance had been in force.

**Delivery and shipment:** The agreed delivery time presupposes that SKOV A/S has received all necessary information, drawings, etc. required to complete the order in good time. Unless otherwise agreed, the risk will be transferred to the purchaser in accordance with EXW SKOV A/S production sites' Incoterms© 2020. If the purchaser does not pick up the product at the agreed time and place, SKOV A/S reserves the right to send the purchaser an invoice for the extra costs SKOV A/S has incurred for handling and storage. Shipping is arranged by the purchaser and is done at their own risk, and the purchaser is obligated to take out the necessary transport insurance unless otherwise agreed in each case. All of the stated delivery times are approximate, and a potential extension of the delivery time does not entitle the purchaser to cancel the order.

Reservations are made in the event of war, strike, lockouts, transport disruptions, and force majeure. Other circumstances, such as labor shortages, delay from subcontractors, or similar events that mean that SKOV A/S cannot carry out the order or that it is delayed are excluded from SKOV A/S' delivery obligations and liability to pay compensation. No compensation of any type shall be granted in the event of delayed delivery unless there is written consent from SKOV A/S in each case. SKOV A/S is entitled to make partial deliveries.

**Retention of title:** The delivered goods and services belong to SKOV A/S as property until payment for the entire order has been made.

**Returned goods:** Returned goods are only accepted by prior agreement and only within 30 days from the delivery date for new and undamaged standard products with a minimum deduction of 15 % from the invoice price and return expenses. Return of special products are not accepted under any circumstances.

**Complaints:** Complaints must be submitted within eight (8) days of receipt of goods or invoice. SKOV A/S is entitled to repair or replace defective goods. Defective parts are sent to SKOV A/S at the purchaser's expense. Replacement parts are delivered at SKOV A/S' expense. Except for the supply of replacement parts, SKOV A/S assumes no responsibility in connection with the replacement. For delivery of installations, machines, and devices, SKOV A/S offers the purchaser a 24-month guarantee from the shipment of the equipment, or if SKOV A/S performs installation, from the date of delivery, provided that the defect discovered is proven to be due to an error on SKOV A/S' side or the company's personnel. For parts purchased from subcontractors, the guarantee only applies to the extent that the complaint is accepted by the subcontractor. Except for the above cases, SKOV A/S is not responsible for the consequences of discovered defects and therefore cannot be held liable for damage to property. Furthermore, SKOV A/S is not responsible for indirect losses, lost time, loss of profits, production losses, operating losses, other indirect losses or other losses that may occur as a result of the defect or inconveniences that arise in connection with the correction of the defect.

**Exceptions to the guarantee:** In the event of damage or defects due to wear, improper or careless use, overloading, improper installation, improper storage prior to installation (such as outdoor storage), lack of maintenance, or lack of compliance with the operating instructions, the guarantee does not apply. Neither does the guarantee apply to damage caused by external factors such as lightning, wind, and weather, damage from water and fire, or damage caused during transport in cases where such damage is not covered by the agreed liability and insurance clause in Incoterms © 2020. The guarantee is void if the unit's serial number is removed, if the unit is changed or modified, or if the original SKOV A/S spare parts are not used for the repair of the unit.

**Supplier's responsibility:** In the event of personal injury that is proven to be solely due to improper design, production, or installation by SKOV A/S, Danish Executive Order no. 261 of March 20, 2007 (the Danish Product Liability Act, *produktansvarsløven*) applies. Unless specially agreed for each case, SKOV A/S' products may not be sold for non-commercial use. In the case of material damage, compensation will only be paid if it is proven that the damage was caused as a result of negligence on the part of SKOV A/S in connection with design, production, monitoring of subcontractors or installation. For any type of electronically controlled equipment, liability is also contingent on such equipment being equipped with an alarm system manufactured or approved by SKOV A/S that is properly installed, maintained, and that undergoes periodic documented testing in accordance with the operating instructions applicable to the alarm system. SKOV A/S' liability only includes direct material damage and does not include loss of earnings, operating loss, or other indirect loss. For damage caused by equipment that has been modified, replaced, or used for purposes other than the equipment was originally delivered for, SKOV A/S is only liable if the change was implemented or approved by SKOV A/S. Any liability incumbent on SKOV A/S will lapse if the goods sold are exported from the country to which they were originally sold. To the extent that SKOV A/S is subject to product liability vis-à-vis third parties, the purchaser shall hold SKOV A/S harmless to the same extent as SKOV A/S' liability is limited. If a third party claims compensation from one of the parties, that party must immediately notify the other party of this. SKOV A/S and the purchaser are mutually obliged to let the case be decided by a court of law that can assess the claims for compensation against each of the parties due to damage or loss allegedly caused by the delivered equipment.

**Terms of payment:** Payment shall be made prior to shipment of goods, as defined in the order confirmation, unless otherwise indicated in the order confirmation. In the event of a breach of the payment terms, SKOV A/S reserves the right to suspend further deliveries. In addition, in the event of a breach, interest will be applied equal to 1.5% per month commenced. Other forms of payment are only accepted by written agreement with SKOV A/S.

**Applicable law and settlement of disputes:** This contract is subject to Danish property law. Any dispute, conflict, or disagreement in relation to or in connection with the contract must be submitted to the Danish Institute of Arbitration for full and final settlement in accordance with the rules of arbitration procedure adopted by the Danish Institute of Arbitration that are applicable at the time the arbitration case is initiated. The arbitration proceedings shall be held in Aarhus and shall be conducted in English.

**Concluding provisions:** If one or more of the above provisions is invalid or legally disqualified, this does not affect the validity of any other provisions in the above terms of sale and delivery for SKOV A/S.