

General Conditions of Delivery and Installation

Clause 1. Scope

1.1 These General Conditions of Delivery and Installation ("General Conditions") shall apply to all deliveries of products ("Products") and installation work of Products (the Products to be delivered and the result of the installation work to be done under a contract hereinafter referred to as the "Works") from AGRAMKOW Fluid Systems A/S ("AG") or its Group Companies (each of which is referred to as "AG") to any purchaser ("Purchaser") (AG and the Purchaser hereinafter collectively referred to as the "Parties" and individually a "Party"). In the event that deviations from these General Conditions are expressly agreed upon in writing between the Parties, the remaining stipulations in these General Conditions shall continue to apply.

Clause 2. Confirmation of Order

2.1 AG shall not be deemed to have accepted an order until written confirmation of the order from AG is received by the Purchaser in question. Quotations, pro forma invoices and the like are nonbinding shall be subject to final confirmation in writing by AG. When AG has issued a final confirmation in writing in accordance with the aforementioned a contract ("Contract") shall be deemed to have been entered into between AG and the Purchaser incorporating these General Conditions even without these General Conditions being referred to or attached to such Contract.

Clause 3. Product information

3.1 No liability for errors in or wrong interpretation of the information and technical data contained in catalogues, leaflets, brochures, circulars, advertisements, photographic material, price lists, etc. specifying quality, dimensions and weight can be imposed upon AG. Such information shall only be binding to the extent that AG expressly lists these as an integral part of the Contract.

3.2 Suggestions, advice and other services, other than those contained in AG catalogues, leaflets, and other printed material shall be used by the Purchaser at his own risk.

Clause 4. Norms and Standards - product modifications

4.1 All Products are built according to European Norms and Standards if nothing else has been agreed upon in writing between the Parties.

4.2 Provided no agreed technical specification is changed, AG reserves the right to make alterations to its Products without notice, also to Products already placed on order.

Clause 5. Drawings and technical information

5.1 Drawings, technical information, and the like which have been handed over by AG prior to or following the conclusion of the Contract, shall remain AG's property and may not without AG's prior written consent be passed on, copied or otherwise communicated to a third party. The Purchaser is further obliged to treat all material received from AG as confidential.

Clause 6. Preparatory work

6.1 The Purchaser shall at his own cost undertake all preparatory work to ensure that the conditions necessary for AG's installation of the Products at the place where the Products are to be installed ("the Site") are fulfilled no later than four weeks before the delivery date stated by AG. If the Purchaser is responsible for transporting the Products to the Site, he shall ensure that the Products are on the Site before the agreed date for starting the Works.

6.2 In the event that simulation software is provided, the Purchaser shall be required to verify the simulation results on its real system in advance in a test environment, taking into account the applicable security or other relevant provisions. In this respect, the Purchaser shall perform an independent risk assessment of the systems and components.

Clause 7. Testing the Products during manufacturing

7.1 Where the Contract provides for the Products to be tested in connection with its manufacture, such test shall unless otherwise agreed, be carried out where the Products are being manufactured.

7.2 AG shall give notice to the Purchaser of these tests in time to allow the Purchaser to be represented at the tests. If the Purchaser is not represented at the tests, the test report shall be sent to the Purchaser and shall be accepted as accurate.

Clause 8. Purchaser's delay

8.1 If the Purchaser finds that he will not within the agreed time be able to carry out his contractual obligations necessary for completion of the Works, including his preparatory work, or if such delay on his part seems likely, he shall without undue delay by written notice inform AG thereof. The notice shall state the reason for the delay and how long the delay will last. If the Purchaser is in delay in carrying out his contractual obligations as referred to in this clause, he shall nevertheless pay any sum dependent on the AG's progress as if the delay had not occurred.

8.2 If the Purchaser is in delay or otherwise fails to comply with his obligations, he shall reimburse any additional cost thereby incurred by AG in addition to any other claims under these General Conditions. AG shall be entitled to an extension of the time for completion by reason of the Purchaser's default.

8.3 If the default must be considered substantial, AG may refuse to continue delivery and installation until the default has been remedied. AG may terminate the Contract by written notice to the Purchaser if the Purchaser has not remedied the default within one month after having received a written notice from AG stating AG's intention to terminate the Contract. If the Contract is terminated, AG may claim compensation from the Purchaser for any loss suffered due to the Purchaser's default.

Clause 9. Payment – price

9.1 AG reserves the right to adjust accepted prices in the event of alterations in rates of exchange, variations in costs of materials, changes in wages, interference on the part of the government, or similar circumstances beyond AG's control.

9.2 Payment shall be effected by irrevocable confirmed letter of credit without recourse, opened with a bank mutually agreed upon in favour of AG immediately after receipt of confirmation of the order, in accordance with the International Rules for Documentary Credit. The letter of credit shall cover the invoiced amount, together with such expenses as AG defrays for the account of the Purchaser, such as freight, insurance, and fees, if any.

9.3 The letter of credit shall permit transshipment and part delivery. In the event of delayed opening of letter of credit, AG shall be entitled to (i) cancel the Contract, (ii) to keep it in force subject to an extension of the delivery time at AG's discretion and/or (iii) to claim damages.

9.4 Should special terms of payment, other than those indicated above, be necessary due to exceptional circumstances, the following must be observed:

a) The purchase price, together with value added tax, if any, for the Products delivered by AG must be paid on the payment date stated in the invoice. If no specific payment date is indicated on the invoice, the invoice becomes due 30 calendar days after the date of the invoice; and

b) where a payment is not received when due, interest at the rate of 1.5% on the due payment for each full month or part thereof will be payable. This rate of interest shall also apply in cases where an extension of the period of credit has been granted.

9.5 The Purchaser shall not be allowed to retain payments, or to settle debts by setting off any counterclaims disputed by AG, or to reduce the invoiced price.

Clause 10. Retention of title

10.1 Until full payment of the Products, including payment for the Works, has been received by AG, the Products shall remain the property of AG and shall not be pawned or pledged in any way.

10.2 The Purchaser shall at the request of AG assist AG in taking any measures necessary to protect AG's title to the Products.

10.3 The retention of title shall not affect the passing of risk under clause Clause 15.

Clause 11. Installation

11.1 No later than by AG's notice to the Purchaser that the Products are ready for delivery from the place of manufacture, each Party shall each appoint a representative to act on their behalf during the work on the Site. The representatives shall be present on or near the Site until the Works have been taken over. The representatives shall be authorized to act on behalf of their respective Parties in all matters concerning the Works.

11.2 The Purchaser shall at his own cost provide AG with necessary unskilled labour on the Site, unless otherwise agreed.

11.3 The Purchaser shall at his own cost provide AG with all equipment, which AG deems necessary for carrying out the Works on the Site, such as cranes, lifting equipment, scaffolding or equipment for transport on the Site.

Clause 12. Right to inspect

12.1 AG shall be entitled to inspect the Works at the Site at any time.

Clause 13. Taking-over tests

13.1 When installation has been completed taking-over tests shall be carried out to determine whether the Works are in accordance with the Contract, unless otherwise agreed.

13.2 The Contract shall specify the technical requirements for carrying out the taking-over tests. If the Contract does not specify the technical requirements, the taking-over tests shall be in accordance with the general practice and the standards generally applied in the country where the Site is located.

13.3 AG shall inform the Purchaser when the Works are ready for taking-over. AG shall set a time for taking-over tests. Both Parties shall attend at the taking-over tests.

13.4 If the Purchaser does not attend the taking-over tests, the tests may be carried out in his absence.

13.5 AG shall keep a record of the taking-over tests. The report containing the record shall be sent to the Purchaser. The report shall be deemed to accurately record how the tests were carried out and their result.

13.6 If the Works by the taking-over tests turn out not to be in compliance with the Contract, AG shall within reasonable time ensure that the Works comply with the Contract.

13.7 The Purchaser shall at his own cost provide any materials required by AG for the taking-over tests, such as power, fuel, greasing substance, water and other raw materials.

13.8 If the Purchaser fails to fulfil his obligations under clause 13.7.13.7 or otherwise fails to provide assistance for the taking-over tests, thereby preventing the tests from being carried out, the taking-over tests shall be deemed to have been satisfactorily completed at the time stated by AG in accordance with clause 13.3.

Clause 14. Taking-over

14.1 The Purchaser shall be deemed to have taken over the Works,

a) when the taking-over tests have been carried out or shall be deemed to have been carried out in accordance with the provisions of clause Clause 13, or

b) if it is agreed that taking-over tests shall not be carried out, when the Purchaser receives information from AG according to clause 13.3, first sentence, and the Works are in the condition required for taking-over as specified in the Contract.

14.2 Any minor adjustments and additions to the Works which do not affect the operation of the Works shall not, however, prevent taking-over.

14.3 The Purchaser shall without undue delay by written notice confirm to AG that the Works have been taken over and the time for taking-over. Failure by the Purchaser to give such confirmation shall not affect the judgment of whether the Works have been taken over.

- 14.4 Until taking-over the Purchaser shall not be entitled to take the Works or any part of them into operation. If the Purchaser takes the Works or any part of them into operation without AG's consent by written notice the Purchaser shall be deemed to have taken over the Works. AG shall then be relieved of his obligation to carry out taking-over tests.
- Clause 15. Delivery and passing of risk**
- 15.1 Products are delivered Free Carrier (FCA, cf. INCOTERMS 2020) from the place of manufacture, exclusive of packaging, loading, freight and insurance. The risk of loss or damage to the Products shall pass to the Purchaser in accordance with agreed Incoterms-clause. When delivery has been effected, Products will not be credited if returned to AG without prior written agreement with AG.
- 15.2 If the Purchaser so desires, AG will at the cost of and on behalf of the Purchaser effect "Marine Insurance on English all risk conditions from warehouse to warehouse" at the c.i.f or c.i.p value of the Products + 10%, and AG will likewise effect war risk insurance.
- 15.3 The Works shall be regarded as having been delivered at the time at which they are taken over in accordance with the provisions of clause Clause 14. The risk of loss of or damage to the Works shall pass to the Purchaser at this time. If the Purchaser assumes responsibility for transporting of the Products according to the agreed Incoterms-clause, the Purchaser shall bear the risk of loss or damage for the duration of the transport.
- Clause 16. Time for delivery. Delay**
- 16.1 The time of delivery is specified in the Contract.
- 16.2 The Products shall be regarded as having been delivered, when AG gives the Purchaser notice that the Products are ready for delivery.
- 16.3 The Works shall be regarded as having been delivered on the day on which they are taken over in accordance with the provisions of clause Clause 14.
- 16.4 If the Contract instead of a fixed date for delivery of the Products or for taking-over of the Works, specified a period of time within which the Products shall be delivered or the Works shall be taken over, such period shall start to run when the Contract is entered into and all agreed preconditions to be fulfilled by the Purchaser have been satisfied, such as official formalities, payments due at the formation of the Contract and securities.
- 16.5 If AG anticipates that AG will not be able to deliver the Products in time or to complete the Works in time, AG shall notify the Purchaser thereof in writing, stating: (i) the cause of delay and (ii) the time when delivery of Products or taking-over of the Works can be expected. Based on the information provided by AG under (i) and (ii) above, the Parties shall mutually agree on a final date for delivery of the Products or taking-over of the Works in question.
- 16.6 If delivery of the Products or taking-over of the Works is delayed by a circumstance which under clause Clause 23 shall be considered a case of relief, by an act or omission on the part of the Purchaser or his other contractors, or as a result of a variation resulting from amendments to laws, regulations or provisions applicable to the Products or the Works, or variations in the originally agreed scope of the Contract initiated by the Purchaser, the time for delivery shall be extended by a period which is reasonable having regard to the circumstances in the case. The time for delivery of the Products or taking-over of the Works shall be extended even if the reason for delay occurs after the originally agreed date for delivery or taking-over.
- 16.7 If the Purchaser finds that he will be unable to accept delivery of Products or taking-over of the Works at the agreed time or if delay on his part seems likely, he shall forthwith notify AG in writing thereof stating the reason for the delay and if possible, the time when he will be able to accept delivery of the Products or taking-over of the Works. If the Purchaser finds that he will be unable to accept delivery of the Products or taking-over of the Works at the agreed time, he shall nevertheless pay part of the purchase price which becomes due on delivery as if delivery or taking-over had taken place. AG shall arrange for storage at the risk and expense of the Purchaser. AG shall also, if the Purchaser so requires, insure the Products at the Purchaser's expense.
- 16.8 If AG fails to deliver the Products or Works at the mutually agreed final date for delivery of the Products or taking-over of the Works and this is due to any reason for which AG is responsible hereunder, the Purchaser shall have the right to terminate the part of the Contract of Products or the Works which is delayed provided that such delivery is delayed with more than 45 (forty-five) working days. The foregoing shall constitute the Purchaser's sole and exclusive remedies, and AG's sole and exclusive obligations, for any late delivery of Products or Works.
- Clause 17. Liability for damage to Purchaser's property before taking-over**
- 17.1 AG shall be liable for damage to the Purchaser's property occurring before taking-over of the Works only if it can be proved that such damage was caused by negligence on the part of AG or anyone for whom he is responsible in connection with the performance of the Contract. AG shall, however, under no circumstances be liable for loss of production, loss of profit or any other consequential economic loss.
- Clause 18. Defects**
- 18.1 AG shall, in accordance with the provisions of this clause Clause 18, remedy any defect in the Product or the Works resulting from faulty design, materials or workmanship, which appears within a period of 12 months as from the date of delivery of the Products or the taking-over of the Works. If the Products or the Works are used more intensely than agreed or could be foreseen at the formation of the Contract, this period shall be reduced proportionally. AG agrees to repair or replace at its own discretion such Products or Products that are part of the Works that after evaluation or examination by AG is found to be defective.
- 18.2 AG's liability does not cover defects caused by circumstances, which arise after the risk has passed to the Purchaser. AG's liability does not, for example cover damages caused by unintended use, misuse, abuse, incorrect or improper storage, installation, maintenance or repairs by the Purchaser or by persons not under AG's supervision. Finally, the liability does not cover normal wear and tear or deterioration.
- 18.3 After AG's receipt of a written notice from the Purchaser in accordance with clause Clause 19, AG shall at its own discretion decide whether remedial work shall be carried out at the Purchaser's premises or the Site or whether the Purchaser shall send the defective parts of the Product or the Product to AG for repair or replacement at AG's premises. If AG decides that the defective parts of the Product or the Product shall be sent to AG, the expenses in connection with dismantling and mounting the defective parts of the Product or the Product shall be borne by the Purchaser. Insurance and freight must be paid by the Purchaser until it has been proven that the parts of the Product or the Product are defective. A description of the reason for returning the parts of the Product or the Product shall be prepared and enclosed by the Purchaser. Products or parts of Products returned shall be free of extraneous equipment.
- 18.4 Defective Products or parts of Products that has been repaired will be returned to the Purchaser, freight paid by AG and insurance, as per clause 15.2, to be paid and arranged by AG. For countries outside Europe, AG reserves the right to return the Product or defective parts of a Product by ship and will pay the freight to the port considered by AG to be the most convenient for the Purchaser. The freight over land from the port to the Purchaser shall be paid by the Purchaser. Defective Products or parts of Products, which have been replaced by AG, shall be at AG's disposal and shall become the property of AG.
- 18.5 For such parts of Products or the Works, which have been replaced or repaired pursuant to clause 18.1 AG shall have the same liability for defects as for the original parts for a period of one year. For other parts of the Product or the Works, the warranty period mentioned clause 18.1 shall only be extended by the amount of time during which the Product or the Works could not be used due to a defect for which AG is liable.
- 18.6 Where successful remedial work has been carried out by the Purchaser or a third party upon prior written approval from AG, reimbursement of the reasonable and direct costs incurred by the Purchaser shall be in full settlement of AG's liability for said defects.
- 18.7 If dismantling or reinstallation makes it necessary to establish access through or otherwise take measures affecting installations or equipment other than the Works, the labour and costs resulting therefrom shall be the Purchaser's responsibility.
- 18.8 If AG fails to fulfil its obligation set forth in clause 18.3, the Purchaser may by written notice require AG to do so within a final time. If AG fails to fulfil its obligation within that time limit, the Purchaser may at his option:
- (a) have the necessary remedial work carried out by a third party at AG's expense, provided that the Purchaser proceeds in a reasonable manner; or
- (b) demand a reduction of the agreed purchase price in proportion to the reduced value of the Product or the Works, provided that under no circumstances shall such reduction exceed 15 % of the purchase price; or
- (c) where the defect is so substantial that it significantly deprives the Purchaser of the benefit of the Product or the Works, the Purchaser may terminate the Contract by notice in writing. The Purchaser is then entitled to a compensation of the direct loss suffered up to a maximum of 15 % of the agreed purchase price.
- 18.9 AG shall not be liable for defects arising out of materials provided by, or a design stipulated or specified by the Purchaser, or resulting from defective preparatory work carried out by the Purchaser.
- Clause 19. Notification of claims**
- 19.1 The Purchaser shall notify AG of any defect of the Products or the Works immediately. Should the Purchaser not notify AG of the defects immediately, the Purchaser shall forfeit his right to raise a claim for remedies pursuant to clause Clause 18.
- 19.2 In the event that the Purchaser has made such notification as mentioned under clause 19.1 and it turns out that no defect can be found for which AG is liable, AG shall be entitled to compensation for the work and costs incurred due to the notification.
- Clause 20. Limitation of liability**
- 20.1 Notwithstanding any other provisions of these General Conditions, AG's total aggregate liability arising out of a delivery of a Product or Works, shall, apart from remedial action according to clause 18.1, not exceed 25% (twenty-five percent) of the price actually paid by the Purchaser for the Product or the Works (VAT, taxes and/or other duties excluded) which forms the basis of AG's liability.
- 20.2 **AG shall in no event be liable for the Purchaser's or others loss of profit, loss of revenue, loss of production, loss of use, loss of goodwill, loss of time, loss of contract, loss of business or for any consequential loss or indirect losses in relation to the Contract, including indirect losses arising due to delays or defects in the Products or the Works sold.**
- Clause 21. Product liability**
- 21.1 Subject to the limitations stated in this clause Clause 21, AG is liable for product liability damage pursuant to the Danish rules on product liability in force at any time.
- 21.2 **To the extent that AG is liable to pay compensation due to product liability, AG's liability shall in any event be limited to direct loss. In no event shall AG be liable for operational loss, loss of production, loss of earnings, loss of profits, loss of savings, loss of data, loss of goodwill or any indirect loss or consequential damage.**
- 21.3 **AG's product liability shall in any event be limited to DKK 10 million per calendar year.**
- 21.4 To the extent that product liability is imposed on AG because of a third-party claim, Purchaser shall indemnify AG to the same extent, as AG's liability is limited towards Purchaser in accordance with this clause.
- 21.5 Should a third-party file a claim for compensation pursuant to the above against either AG or Purchaser, the party in question shall without delay inform the other party of same.
- 21.6 The above limitations in AG's liability shall not apply where AG has been guilty of gross negligence.

Clause 22. Intellectual Property Rights

- 22.1 Materials created, designed and/or manufactured by AG, i.e. trademarks, tradenames, packaging, art-work, printing, plates, photographs, films and photographs rollers, remain the property of AG, irrespective whether the material is invoiced separately to Purchaser, unless otherwise agreed in writing. The Purchaser shall treat the information as confidential and is not entitled to disclose, copy and/or pass on the information to third party without the AG's prior written acceptance.
- 22.2 AG shall retain full ownership of all intellectual property rights including but not limited to copyrights, trademarks, designs, patents, etc. created, designed, acquired and/or otherwise obtained by AG. Unless otherwise agreed in writing, AG shall not be deemed to have assigned, transferred or otherwise granted any rights to any of such intellectual property rights to the Purchaser or any third party.
- 22.3 In the event of the Purchaser's breach of clause 22.1, AG is entitled to claim compensation for its loss from the Purchaser. In addition, AG is entitled to obtain an injunction, without provision of security, against the Purchaser's unlawful activities.

Clause 23. Grounds for relief (Force majeure)

- 23.1 In the event that a Party's performance of any of its obligations under these General Conditions and/or a Contract becomes impossible or unreasonably onerous due to circumstances beyond its control which could not reasonably have been foreseen at the time of the conclusion of a Contract such as fire, flood, earthquake, explosion, strike, lockout, epidemics, terror, war, riots, currency restrictions and regulations or interventions of an authority ("Force majeure") that Party may suspend its performance of the affected obligation until such time as the Party concerned, after the discontinuance of such Force Majeure, is again able to perform its obligations under this Agreement.
- 23.2 A Party relying on clause 23.1 shall immediately notify the other Party thereof in writing, specifying the nature of the Force majeure, the expected duration and submit all supporting evidence thereof. The Party relying on Force majeure shall notify the other Party immediately after the Force majeure has ceased to exist.
- 23.3 Regardless of what might otherwise follow from these General Conditions, neither of the Parties shall be entitled to terminate a Contract by written notification to the other Party in the event that the Force majeure exceeds a period of more than six (6) months.

Clause 24. Disposal of deliveries, miscellaneous

- 24.1 The Purchaser agrees to properly dispose of the deliverables after use is discontinued at its own expense in accordance with the applicable statutory provisions. The Purchaser shall release AG from any existing obligations to take return and/or dispose of the deliverables and indemnify AG against any third-party claims in that connection.
- 24.2 The Purchaser shall impose contractual obligations on third party merchants to whom it provides the deliverables stipulating that, once those third parties discontinue using the deliverables, they shall properly dispose of them at their own expense in accordance with applicable statutory provisions and that this obligation shall be imposed on any subsequent parties receiving the deliverables. If the Purchaser fails to impose contractual obligations on third parties to whom it provides the deliverables stipulating that they shall properly dispose of them and that this obligation shall be imposed on any subsequent parties receiving the deliverables, the Purchaser shall be obligated to take return of the deliverables once it discontinues using them at its own expense and shall dispose of them in accordance with applicable legal statutory provisions. AG shall be released from any claims of third parties.
- 24.3 Because of their classification as being exclusively for commercial use, in no event may the Purchaser provide the delivered Products to private third parties. AG's claim to the assumption of duties/release by the Purchaser shall not become statute-barred before the expiration of two years from the final end of the use of the delivered Products. The two year period of the suspension of the expiration date shall not begin, at the earliest, until AG has received a written notice by the Purchaser of the end of use. The Purchaser is obliged to send this written notification to us immediately after termination of use. AG is entitled to demand proof of proper disposal by the Purchaser.
- 24.4 All taxes, fees and charges in connection with rendering performance outside Denmark shall be borne by the Purchaser and refunded to AG, where applicable.
- 24.5 All packaging, in particular transport packaging, shall not be taken back. The Purchaser is obliged to ensure that the packaging is disposed of properly at his own expense.
- 24.6 The Purchaser shall at its own expense procure the permits and/or export and import documents required for its use of the Products.
- 24.7 AG complies with the statutory provisions for the protection of personal customer data. Further information can be found in the data protection declaration at <https://www.agramkow.com/about-us/data-privacy-policy>.

Clause 25. Partial invalidity

- 25.1 If one or more of the terms and conditions in these General Conditions or any part of a term is deemed invalid, unenforceable, illegal or inoperable, the validity, enforceability, legality or operability of all further terms and conditions shall not be affected or diminished thereby.

Clause 26. Applicable law and disputes

- 26.1 These General Conditions and any subsequent Contract shall be governed by Danish law, with the exception of any conflict of law rules in Danish law.
- 26.2 Any dispute arising out of or in connection with these General Conditions and any subsequent Contract, including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration administered by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The place of arbitration shall be Sønderborg, Denmark. The language to be used in the arbitral proceedings shall be English.

26.3

Notwithstanding clause 26.2, AG shall be entitled to refer any dispute to the ordinary Danish courts in which case the competent court shall be the Maritime and Commercial Court in Copenhagen.

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