

These terms & conditions of sale and delivery shall apply to all deliveries, unless ENERGRID A/S accepts their waiving in writing. It cannot be considered as a waiver that the buyer specifies special/general purchasing terms or other conditions.

#### 1. Concluding of the agreement

1.1. The agreement between the buyer and ENERGRID A/S shall only become binding once ENERGRID A/S has received concordant acceptance.

#### 2. Prices

2.1. Prices shall always be exclusive of VAT and other taxes, unless otherwise stated. ENERGRID A/S reserves the right to implement unforeseen price increases throughout the period of the agreement.

#### 3. Payment and retention of ownership

3.1. Payment must be made before the due date stated in the invoice. In the event of late payment, interest shall be charged in accordance with the rules of the Danish Interest Act, currently at 9.15%, although a minimum of DKK 25 per month, with the interest accruing monthly on the outstanding debt incl. accrued interest.

3.2. ENERGRID A/S reserves the right to demand payment prior to delivery or on-account payment. ENERGRID A/S shall be entitled to discontinue delivery if the invoiced amount is not paid, and to change payment terms before resuming delivery. ENERGRID A/S shall be entitled to terminate the agreement if the buyer has not paid within 14 days of receiving a written reminder for the payment.

3.3. ENERGRID A/S reserves the right of ownership for any delivery until such time as the purchase price plus any added interest is paid.

#### 4. Delivery time

4.1. The delivery time stated by ENERGRID A/S is an estimate and shall not therefore be binding on ENERGRID A/S.

4.2. In the event of delayed delivery relative to the estimated delivery time, the buyer shall be entitled to notify ENERGRID A/S in writing that it demands delivery by a final deadline of minimum 30 working days calculated from the time the notification is received. If the delivery is not made within this deadline, the buyer shall be entitled to terminate the contract in writing.

Beyond the right of termination, the buyer may not invoke other rights against ENERGRID A/S in the event of a delay, and the buyer shall thus not be entitled to claim compensation. If ENERGRID A/S has made a partial delivery, the customer shall only be entitled to cancel the part of the delivery to which the delay relates.

#### 5. Delivery, installation, fitting

5.1. Unless otherwise agreed, ENERGRID A/S shall supply all materials necessary for performing the agreed task.

The installation/assembly work shall be carried out in accordance with the agreement and in a technically correct manner in dialogue with the customer. ENERGRID A/S' work shall otherwise be carried out in accordance with the provisions of AB 92, unless it is clear from the agreement that these have been waived.

5.2. By prior request, ENERGRID A/S shall be entitled to be included as insured on the buyer's building and contents insurance.

#### 6. Warranty, including liability for defects

6.1. ENERGRID A/S' liability for defects in delivered materials applies for the same period as when these materials are delivered to ENERGRID A/S by the manufacturer/dealer, unless otherwise agreed.

This means that ENERGRID A/S' liability for defects in delivered materials generally follows the rules of the Danish Sale of Goods Act, unless longer specific liability has been agreed.

ENERGRID A/S guarantees that installation work shall be carried out in a technically correct manner in accordance with current legislation, and that the materials used in connection with the work shall be of generally good quality. If a guarantee is provided for installation work, this shall be stated separately in the specific agreement with the buyer.

6.2. The buyer must examine the delivered service for defects immediately upon delivery of the work. In the event that defects are identified, the buyer must immediately issue a complaint to ENERGRID A/S in writing describing in detail the alleged defect.

6.3. ENERGRID A/S assumes no liability for products that the customer has procured themselves and that are installed/fitted according to the customer's wishes. When alleging defects, it is the customer's responsibility to prove that such products are not the cause of the defect.

6.4. If defects are identified for which a claim can be made against ENERGRID A/S, ENERGRID A/S shall, at its own discretion, be entitled and obliged to provide a replacement, remedy the defect or, if this is deemed to entail disproportionate inconvenience or cost, give the buyer a proportionate discount in the agreed purchase sum, whereupon the defect shall be considered remedied in full.

6.5. If ENERGRID A/S chooses to remedy the defect, ENERGRID A/S' liability shall only cover labour and materials that are directly related to remedying defects. All other costs associated with the defect shall be borne by the buyer.

6.6. In addition to that stated above, ENERGRID A/S shall assume no liability for defects, unless ENERGRID A/S has been guilty of gross negligence.

6.7. ENERGRID A/S shall be liable to the buyer in accordance with the general rules of Danish law, though under no circumstances shall compensation be paid for indirect damages/consequential damages or indirect losses, including operating losses, loss of delivery, lost profits or similar losses.



# ENERGRID

## 7. Product liability

7.1. ENERGRID A/S shall only be liable for personal injury and/or consumer property damage caused by the delivered products if the buyer can prove the damage, the defect and the causal connection between the defect and the damage for which ENERGRID A/S is liable.

7.2. ENERGRID A/S shall not be liable for damage to property or contents which, by their nature, are ordinarily intended for commercial use or which are mainly used commercially by the buyer, unless it is proven that the damage is due to gross misconduct or gross negligence on the part of ENERGRID A/S.

7.3. The buyer shall be obliged, without undue delay, to notify ENERGRID A/S in writing if the buyer becomes aware that damage has occurred, or a third party claims that damage has occurred, as a result of the purchased item, or that there is a risk that such damage will occur.

7.4. The buyer shall indemnify ENERGRID A/S to the extent that ENERGRID A/S may be held liable to third parties, and ENERGRID A/S' liability shall be limited in accordance with the terms & conditions of sale and delivery.

7.5. Under no circumstances shall compensation be paid for indirect damages/consequential damages or indirect losses, including operating losses, loss of delivery, lost profits or similar losses.

7.6. ENERGRID A/S' liability for any situation not covered by clause 7.1 shall be limited to direct damage and can never exceed DKK 5,000,000.00.

## 8. Force majeure

8.1. ENERGRID A/S shall not be liable for non-fulfilment of its obligations as a result of circumstances that are beyond ENERGRID A/S' direct control and that are likely to delay or hinder the manufacture or delivery of the purchased product, or that make fulfilment significantly more onerous for ENERGRID A/S than expected.

Such situations include (but are not limited to) fire, natural disasters, riots and civil unrest, strikes and lockouts, shortages of goods and defects or delays in deliveries from suppliers, lack of transport options, import/export restrictions, and operational disruptions and the like.

## 9. Choice of law and venue

9.1. Any disagreement between the parties in connection with the agreement, including the interpretation and scope of these terms & conditions of sale and delivery, shall be settled by application of Danish law.

In the case of commercial agreements, ENERGRID A/S shall be free to choose whether the case is to be decided by arbitration or by ordinary court proceedings. If arbitration is chosen, the rules for processing the case at the Danish Institute of Arbitration shall apply.

If the case undergoes ordinary court proceedings, the court in Holstebro shall be the venue.

ENERGRID A/S, CRN 39369478, 25-02-2020

