



TERMS AND CONDITIONS OF SALE AND DELIVERY

SCANKAB GROUP

DATE: 2025.01.14
CASE NO.: 12-73873



1 INTRODUCTION

- 1.1 These terms and conditions of sale and delivery apply to all sales/deliveries from companies within the Scankab Group, namely Scankab Cables A/S, CVR No. 40 66 67 88, Scankab Nordic A/S, CVR No. 20 97 32 77, and Scankab Systems A/S, CVR No. 37 36 15 50 (hereinafter referred to as the "Seller") to any buyer (hereinafter referred to as the "Buyer") of the Seller's products, unless otherwise agreed in writing. These terms and conditions serve as the underlying conditions for any offer made by the Seller and any agreement between the Seller and the Buyer. The Seller and the Buyer are hereinafter collectively referred to as the "Parties" and individually as a "Party."
- 1.2 Any terms or conditions specified in the Buyer's order or elsewhere that conflict with these terms and conditions of sale and delivery shall have no effect. Deviations from these terms and conditions shall only be valid for the Seller if expressly agreed upon in writing by an authorized employee of the Seller.
- 1.3 In the event of any inconsistency or conflict between these terms and conditions of sale and delivery and other terms or conditions in other documents (e.g., on a website, in an email, in other communications, or elsewhere), the following principles of interpretation shall apply: (a) a specific written agreement shall take precedence over these terms and conditions of sale and delivery in case of conflict, and (b) these terms and conditions of sale and delivery shall take precedence over all other documents in case of conflict.

2 OFFERS AND ORDERS

- 2.1 Orders placed by the Buyer shall only be binding upon the Seller once the Seller has issued an order confirmation. Any prices quoted by the Seller are non-binding and are to be considered an invitation to make an offer until the Seller has sent a written order confirmation in response to the Buyer's order. During this period, the Seller reserves the right to make intermediate sales and to reject the Buyer's acceptance of the offer if circumstances justify such rejection

3 PERFORMANCE

- 3.1 The Seller's performance includes only the goods and services expressly described in the order confirmation. Drawings, technical specifications, etc., remain the property of the Seller, regardless of the Buyer acquiring the described product, and may not be used by the Buyer for commercial competition with the Seller.

4 PLACE OF DELIVERY AND DELIVERY TIME

- 4.1 Unless otherwise agreed in writing, delivery shall take place as Ex Works (Incoterms 2020) from the location specified by the Seller. When the Seller has notified the Buyer that the products are ready for delivery, the risk of accidental loss of the products shall pass to the Buyer upon collection, but no later than at the end of the third business day after notification of readiness. If the Buyer fails to

collect the products, the Seller shall be entitled to store them and, if desired, insure them at the Buyer's expense.

4.2 If an alternative delivery location is agreed upon, it is, in the absence of another agreement, the Buyer's responsibility to ensure transport and ensure that the products can be delivered under proper conditions.

4.3 Delivery shall take place as soon as possible, unless otherwise agreed. If a delivery week is agreed upon, delivery on the last day of the week shall be deemed timely.

5 PRICES

5.1 Prices are stated per meter unless otherwise specified, exclusive of VAT, PVC charges, packaging fees, deposits, environmental fees, and other surcharges. The Seller reserves the right to adjust prices up until the time of delivery in the event of changes in exchange rates, copper prices, taxes, other public charges, or documented price increases from a subcontractor.

5.2 In case of delay due to circumstances mentioned in Sections 9.1.1-9.1.3, the Seller shall have the right to adjust the agreed price to reflect the costs incurred as a result thereof.

6 PAYMENT

6.1 Payment terms are net cash. In case of late payment beyond the due date of the invoice, interest of 18% per annum shall be added until payment is made. Interest shall be applied to the Buyer's outstanding debt, and payments from the Buyer shall first cover interest and costs before covering any outstanding debt.

6.2 The Buyer shall not be entitled to offset any counterclaims against the Seller without the Seller's explicit agreement. The Seller reserves the right to require security for payment, even after an order confirmation has been issued and until delivery has taken place, if deemed necessary by the Seller.

6.3 If the Buyer defaults on any part of a payment for an order, the Seller shall be entitled to suspend further deliveries, terminate the agreement(s) with the Buyer, and claim damages under Danish law.

7 RETENTION OF TITLE

The Seller retains ownership of the sold products until full payment, including any additional costs, has been made to the Seller.

8 RETURN AND DEPOSIT

- 8.1 Products may only be returned with the prior consent of the Seller. Custom-made products and non-stock items cannot be expected to be accepted for return under any circumstances. The Buyer should expect a handling fee to be deducted when crediting a returned product. If a return is agreed upon, the Buyer shall bear the cost of returning the product. The Buyer bears the risk for the product until it is returned undamaged.
- 8.2 Cable drums delivered by the Seller may be returned in undamaged condition within 12 months from delivery. Cable drums with a diameter of 160 cm or more are subject to a return deposit of DKK 3,000 excl. VAT per drum.
- 8.3 Deposited drums returned in undamaged conditions shall be credited as follows: within 3 months from delivery = 100% credit, 3-6 months from delivery = 50% credit, 6-12 months from delivery = 25% credit.

9 DELAYS

- 9.1 The Seller is entitled to postpone the delivery date in the following cases:
- 9.1.1 Changes to the order required by the Buyer.
- 9.1.2 Delays in deliveries or services performed by the Buyer or third parties engaged by the Buyer.
- 9.1.3 Force majeure events, including war, riots, government intervention, health crises such as epidemics, fire, strikes, lockouts, export or import bans, shortages or substantial price increases on fuel or materials, or other circumstances beyond the Seller's control. If delivery is delayed due to such reasons, it shall be postponed to a reasonable time after normalization of the situation.
- 9.2 The Seller may terminate the agreement if the delay exceeds 4 weeks, crediting any prepayments made by the Buyer.
- 9.3 The Buyer may terminate the agreement if the Seller's delivery is significantly delayed and the Seller is not entitled to extend the delivery time under section 9.1, or if a delay due to force majeure under section 9.1.3 exceeds two months. However, the Buyer must first send a written notice with a final deadline for delivery and a clear warning of contract termination. The deadline must be at least 10 business days after the notice has reached the Seller. The contract may only be terminated for the delayed portion of the delivery. For custom-made orders with specific lengths or products, the Buyer may only terminate the agreement if the delay demonstrably causes significant inconvenience. If the delay is due to force majeure, it does not constitute a breach, even if it entitles the Buyer to cancel the purchase.

10 DEFECTS AND COMPLAINTS

- 10.1 The products must comply with the agreed written specifications. If no quality requirements have been agreed upon, the products must comply with the usual quality standards for equivalent products. The products must also comply with applicable laws and regulations in force at the time of the agreement. The Buyer bears the risk for any errors in its specifications and the suitability of the product for the intended project. The Seller's information is provided to the best of its ability and does not constitute project planning responsibility.
- 10.1.1 A defect exists if the products do not meet the agreed quality standards. However, there is no breach if the defect is due to the Buyer's actions, such as improper storage, installation, or use, force majeure (as defined in section 9.1.3), or if the defect is insignificant.
- 10.1.2 The Buyer must inspect the products immediately upon delivery. If a defect is discovered or should have been discovered, the Buyer must notify the Seller in writing without undue delay, specifying the defect. Failure to do so will result in the loss of the Buyer's right to claim the defect.
- 10.1.3 If the products have a defect for which the Seller is responsible, the Seller has the right to remedy, redeliver, provide a proportional price reduction, or cancel the affected delivery with a credit of the invoice amount for the defective product. The Buyer must accept the Seller's choice of remedy.
- 10.1.4 Claims for defects must be made within two years from the date of transfer to the Buyer (absolute limitation period).
- 10.1.5 If the product is used in construction projects in Denmark under AB18 or ABT18 and the Seller has been informed of this in writing, the absolute limitation period is five years from the project handover, but no later than six years from the delivery date. Liability is otherwise regulated by the other provisions of these terms and conditions of sale and delivery.

11 LIMITATION OF LIABILITY

- 11.1 The Seller's liability is limited to the amount covered by its professional liability insurance, including interest and costs per claim. The Buyer may at any time request a copy of the Seller's liability insurance policy.
- 11.2 The Seller is not liable for the Buyer's or any third party's financial losses, including commercial property damage, indirect losses such as business interruption, loss of profit, transport costs, penalties, costs associated with uncovering or making the product accessible, or replacement of the product due to damages, defects in the product, product liability, or delays in deliveries.
- 11.3 If the Buyer cancels a purchase due to a delay that is not caused by one of the postponement conditions in section 9.1, the Buyer is entitled to make a covering purchase. The Seller's liability in such a case is limited to 10% of the agreed payment for the delayed service. The Seller's maximum liability in all other cases can never exceed an amount corresponding to the value of the affected order, covering only the Buyer's direct loss due to the defect in the purchased product, and only if the Seller fails to deliver a defect-free product.

- 11.4 The Buyer is obligated to indemnify the Seller to the extent that the Seller is held liable to a third party for a loss for which the Seller is not responsible or has disclaimed liability under these terms and conditions of sale and delivery, including any costs associated with a legal dispute.

12 PRODUCT LIABILITY

- 12.1 The Seller's limitation of liability and the Buyer's indemnification obligation as stated in section 11 shall apply.
- 12.2 The Seller's liability for personal injuries or non-commercial property damage caused by defective products due to the Seller's negligence shall be covered in accordance with the applicable mandatory rules in the Danish Product Liability Act.

13 ASSIGNMENT

- 13.1 The Buyer's rights and obligations under the contractual relationship with the Seller may not be assigned or otherwise transferred to third parties without the Seller's prior written consent. Consent may be denied at the Seller's sole discretion. The Seller may freely assign its rights but may not assign its obligations without the Buyer's prior consent. Such consent cannot be unreasonably withheld. The Seller is entitled to assign any invoice to a third party for collection without prior consent from the Buyer.

14 GOVERNING LAW AND JURISDICTION

- 14.1 The rights and obligations of the Parties under the contractual relationship shall be determined in their entirety by Danish law, excluding the CISG. The venue for any disputes shall be the Court of Odense, Denmark.