

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF FORESCO DK

Version: August 2026

Validity and Application

These General Terms and Conditions shall apply to all goods and services delivered by FORESCO DK (hereinafter referred to as "FORESCO DK").

The Buyer's terms and conditions and requirements contained in the Buyer's order, the Buyer's general terms and conditions of purchase or other similar terms and conditions shall not put FORESCO DK under any obligation unless these have been expressly endorsed by FORESCO DK in writing.

Buyer's Orders

The Buyer's orders shall not be binding for FORESCO DK until FORESCO DK sends an order confirmation to the Buyer or delivers the goods to the Buyer, whatever happens first.

Delivery

Unless otherwise agreed in writing, all deliveries shall be made according to ExWorks, Incoterms 2010.

Delay

If the delivery is made later than the date agreed with or specified by FORESCO DK, cf.

above, the Buyer may extend the delivery and lay down a final and reasonable delivery deadline by giving FORESCO DK notice thereof. If the delivery is not made within the reasonable deadline established above, and the deadline mentioned is exceeded by more than 10 (ten) days, the Buyer is entitled to cancel the delayed delivery.

The Buyer may not claim any form of damages, including consequential losses as a result of a delay.

Defects

The Buyer shall examine the goods in such a way as dictated by appropriate practice in that field immediately upon receiving them and before using them for the first time. By examining them, the Buyer should therefore make sure that the goods meet all contractual terms. Where the Buyer fails to conduct the mentioned

examination on time, his right to claim defects that could have been claimed in connection with an examination shall lapse.

Without prejudice to the above, complaints for defects shall be brought to FORESCO DK's attention in writing within 3 (three) days after the defect was or should have been discovered. The complaint shall contain a description of such an alleged defect.

Claims regarding defects shall be made within 2 (two) weeks of delivery.

No complains may be made after the expiration of the deadlines specified above.

Where there are defective goods, and a claim based on such defects is brought to FORESCO DK's attention, FORESCO DK may choose, within a reasonable deadline, to either deliver replacement goods in exchange for the return of the defective ones or offer the buyer a proportionate discount in the purchase price whereupon the defect shall be considered to be finally remedied.

Except for what has been stated above, FORESCO DK shall assume no liability for any defects, and the Buyer may not claim any other remedies for breach of contract, including, for example, cancellation or claims for damages.

Prices and Terms of Payment

Unless otherwise agreed in writing, all prices are stated exclusive of VAT, expenses, charges, etc.

Unless otherwise agreed in writing, all payments shall be made to FORESCO DK's account within 8 days of delivery.

In case of a delayed payment, FORESCO DK shall charge interest on any outstanding amounts at the rate of 1.5 (one and a half) % (per cent) per month as from the due date of the payment. Interest shall be charged monthly on any outstanding balance due, which will also include interest for previous periods, reasonable expenses, etc.

Where the Buyer does not pay an amount by its due date, FORESCO DK is entitled to either withhold all future payments until the Buyer pays the outstanding amount or to terminate the Cooperation Agreement provided that there must be additional deliveries in accordance therewith.

The Buyer may not withhold any payments or make any deductions from the price of the goods for claims which have not been endorsed by FORESCO DK.

Retention of Title

FORESCO DK shall retain full title to the delivered goods, and such title shall first be transferred to the Buyer until full and final payment has been made.

Force Majeure

Neither the Buyer nor FORESCO DK may be held liable for damages or shall otherwise pay any compensation for delay or non-fulfilment of an obligation when such a delay or non-performance is owing to a force majeure circumstance.

Force majeure is defined as an external circumstance that cannot be averted by people or as a circumstance or unforeseen event that is beyond the affected party's reasonable control. This includes, but is not limited to, delays in the delivery of goods or defective goods delivered by subcontractors, substantial price increases for such deliveries, war (with or without prior notice), uprising, civil disturbances, natural disasters, strike, lockout, work disturbances, fire, flooding, epidemic, earthquake, explosion, blockade, embargo, lack of basic raw materials, lack of or defects in transportation, any unusual or unexpected state or government intervention or similar cases.

In case of a force majeure event, the party affected by the event shall immediately give the other party written notice thereof and specify the reason for the force majeure event and how it will affect the discharge of the affected party's obligations.

If the delivery of the goods is temporarily hindered because of a force majeure circumstance, the delivery obligation shall be suspended for the period when the force majeure situation applies with the effect that the buyer will not be entitled to terminate the Cooperation Agreement. However, provided that the performance of the Agreement, the delivery of the goods or other obligations are prevented for a

period of more than 120 consecutive days, both parties may cancel the obligations that are prevented as a result of such a force majeure circumstance.

Product Liability

To the extent FORESCO DK may incur product liability to third parties in relation to products delivered to the Buyer, the Buyer is obliged to indemnify FORESCO DK for such liability.

Where the Buyer finds out that the purchased goods have caused damage or risk causing damage, the Buyer shall give FORESCO DK written notice thereof without undue delay. Such notice shall not exempt the Buyer from his obligation to minimise such damage.

The Buyer hereby accepts being summoned by FORESCO DK to appear before any court of law where FORESCO DK is brought regarding such product liability.

Where third parties make any claims for damages regarding the Buyer's product liability, the Buyer is obliged to give FORESCO DK notice thereof.

Limitation of Liability

FORESCO DK may not be held liable at any time for punitive damages, financial losses, consequential damages, operating losses, time lost or other indirect losses irrespective if they have been incurred as a result of a delay, delivery of defective goods or else.

Governing Law and Venue

The validity, structure and performance of obligations by the parties shall be governed by and interpreted in accordance with Danish law.

Any disputes, controversies, claims or disagreements that may arise between the parties based on, in relation to or in connection with the delivery of the goods or services by FORESCO DK or in connection with a breach thereof shall be settled by a regular court of law in Denmark, with FORESCO DK's regional court as venue in the first instance.

FORESCO DK is also entitled to initiate proceedings directly at the proper court of law in case of non-payment