

## General Terms and conditions for the Supply of Products and Services

### Application

The following conditions apply to all deliverables from SP electric (hereinafter called the "Contractor") to a customer (hereinafter called the "Purchaser"). All other conditions, including such as appear in Purchaser's order or the like shall not be binding without a separate written agreement between the parties.

### Placing of orders and offers

The Contractor's written offers are valid for 30 days from the offer date, unless otherwise stated in the offer.

Any order submitted by the Purchaser shall not be binding upon the Contractor unless and until confirmed by the Contractor in writing and expressly referred to in an order confirmation.

### Prices

All prices are exclusive of VAT and freight, unless otherwise stated in the order.

Custom duties, taxes and import duties of any kind are not included in the Contractor's quotation or the price of the products. These costs shall be the Purchaser's sole responsibility and the Purchaser shall indemnify and hold the Contractor harmless of any custom duties, taxes or import duties that may be imposed on the Contractor by any government or public authority in connection with the delivery of the products.

### Delivery

Delivery shall take place in accordance with the agreed delivery dates.

Unless otherwise specified in the order the delivery terms shall be EXW (Incoterm 2020), the Contractor's warehouse.

If the Contractor finds that he will not be able to complete the work or deliver the Products in time or if delay on the Contractor's part seems likely, the Contractor shall inform the Purchaser thereof in writing. The Contractor shall in the notice state the reason for the delay and, if possible, the time when delivery can take place.

If delivery is delayed by a circumstance which (i) constitutes force majeure, (ii) by any act or omission on the part of the Purchaser or the Purchaser's other contractors, or (iii) as a result of

a variation of the order, the time for delivery shall be extended by a period which is reasonable, taking into consideration the circumstances of the delay. The time for delivery shall be extended even if the reason for delay occurs after the originally delivery date.

If the Contractor is in delay with delivery for more than 30 (thirty) days and such delay has an adverse impact on the Purchaser, the Purchaser shall be entitled to liquidated damages after the period of 30 (thirty) days after the delivery date.

The liquidated damages shall be payable at a rate of 0,5% of the contract price for each complete week of delay. The liquidated damages shall not exceed 7,5% of the contract price.

If the Purchaser becomes entitled to maximum liquidated damages and if the delivery has still not taken place, the Purchaser may by written notice demand that the delivery takes place within a final reasonable period which shall not be less than one week. If the Contractor fails to deliver the goods or products within such final period and this is not due to circumstances for which the Purchaser or any of the Purchaser's other contractors are responsible, then the Purchaser may by written notice to the Contractor terminate the order.

Liquidated damages and termination as described in this clause shall be the sole and exclusive remedy available to the Purchaser in case of the Contractor's delay. All other claims against the Contractor based on delay shall be excluded.

As a result of CORONAVIRUS (COVID-19): as a pandemic or epidemic may adversely affect the Contractor's obligations and the provided quotations and prices in the order, the Contractor's quotations and prices are issued with the following reservations: If the Contractor's fulfillment of its obligations are delayed, prevented or become unreasonably burdensome due to or related to COVID-19 (and whether this would constitute Force Majeure or can be considered foreseeable), the Contractor cannot be held liable for non-fulfillment of its obligations until the time when such fulfillment is again possible and within reason, and the Contractor reserves the right to adjust its quotation and prices to all products, which have not been delivered.

Such a situation can e.g. occur if the Contractor's workforce is affected by COVID-19, e.g. in the form of quarantines, travel restrictions or similar circumstances, or if the Contractor is reasonably unable to purchase or deliver the products ordered, or in the event of price increases due to or related to COVID-19.

### Scope of delivery

The delivery includes only the products and services expressly mentioned in the quotation and order confirmation. Data in prospects and drawings, as well as technical specifications and the like, are considered as indicative only and are not binding on the Contractor.

### Inspection

If the Purchaser perform the installation, assembly and start-up by himself, the Contractor offers to inspect the products within 2 months after delivery. The Contractor selects the date and time of the inspection. If faults and defects are found and such are due to the installation of the products, the Contractor will give a notice to the Purchaser, but the Contractor will only remedy the installation services against payment of materials and time consumption.

### Payment Terms

Payment shall be made upon delivery, unless otherwise agreed or stated in the order. The Contractor is entitled to claim interest after the due date at 2% for each commenced month. The Purchaser is ineligible to withhold payment or set off for alleged claims not recognized in writing by the Contractor. If the Purchaser does not comply with the agreed payment terms, the Contractor is entitled to suspend its performance of the order, including delivery of the products.

### Reservation of ownership

All products are sold with the provision that the ownership will not be transferred to the Purchaser until the products and other costs have been paid in full.

### Acceptance of the products

Once the Purchaser has received the products, the Purchaser is obliged to examine the products immediately. Any notices of defects and deficiencies must be made immediately in writing and no later than 8 days after receipt of the products.

### Warranty

The Contractor provides a 12-month warranty period from the date of delivery in accordance with the agreed incoterm.

In case of any defects or non-conformity in the products, the Purchaser shall notify the Contractor hereof without any undue delay and no later than 7 days after the discovery of the defect or non-conformity.

The warranty provided by the Contractor does not include defects caused by (i) normal wear and tear, (ii) faulty maintenance or incorrect installation on the part of the Purchaser, (iii) changes

made to the products without the Contractor's written approval, (iv) damage caused by the Purchaser or the Purchaser's other contractors, or (vi) or repairs performed by the Purchaser or a third party.

The Contractor may require the Purchaser to return the defective product or part thereof at the Purchaser's risk and expense.

The Contractor may, at its sole discretion, choose to repair or replace defective products.

If a defective product shall be repaired at the Contractor's workshop, the costs for transporting the defective products to the Contractor's workshop shall be for the Purchaser's risk and expense, as well as transportation of the repaired products back to the Purchaser after repair.

### Cancellation and return of products

The Purchaser may only cancel or return Products when such Products are "off the shelf"-products and kept in stock and only upon prior written agreement with the Contractor.

The products must be shipped free of charge to the Contractor in original packaging and appear in full and undamaged condition. Credit notes on returned goods are issued less 15% of the invoice amount.

Specially ordered products cannot be cancelled or returned.

### Limitation of Liability

The Contractor shall under no circumstances be liable for any indirect or consequential losses or damages, including but not limited to operating loss, loss of profit, loss of customers or loss of good will.

The Contractor's liability arising out of or in connection with the Contractor's performance of the order shall never exceed 15% of the contract price.

### Special conditions

Nordic Standard Conditions (NLM 94) shall apply to the order and supplement these terms and conditions. However, in the event of any conflict or inconsistency between these terms and conditions and NLM 94, these terms shall prevail.