

## **EB Teknik Borup A/S.**

### **STANDARD SALES AND DELIVERY TERMS**

#### **1. Sales and delivery conditions**

These provisions apply, unless there is another written agreement in offers, letters, orders or order confirmations, of which the last sent will be valid.

##### **1.1 Offer**

Offers or price estimates are submitted subject to EB Teknik Borup A/S final approval of any order by sending order confirmation within a period of 14 days after receipt of the order.

The delivery times stated in the offer apply subject to changes in the delivery time from the seller's suppliers and others reservation for intermediate sales.

##### **1.2 Prices**

All prices are daily prices and are stated excl. VAT.

The seller reserves the right to regulate any price on any delivery, if from the time of submission of the offer for acceptance of the offer, changes in exchange rates occur, or if more than 3 months.

##### **1.3 Delivery**

All deliveries are made, unless otherwise agreed in writing, ex works Borup ref incoterm ex works.

However, the seller reserves the right to, where deemed most appropriate, deliver from the address of any sub-suppliers. Transport is at the recipient's expense and risk, unless otherwise agreed.

In individual cases, the seller reserves the right to choose the mode of transport, car type and the like, which may be important for the most appropriate transport of the goods.

Transport damage is not the responsibility of the seller if the recipient or the buyer is responsible for the transport.

Delivered goods are taken return only by prior agreement.

#### **2. Scope of delivery and times**

The delivery only includes the materials, assembly work and services.

##### **2.1 Safety equipment**

Safety devices such as safety fences, gratings and railings are included only to the extent that this is stated in the offer or the order confirmation. In addition, safety devices are supplied at an expense.

##### **2.2 Delivery time**

The delivery time is calculated from the day final approval is given by the buyer on the technical design of the plant or approval from a public authority and receipt of the first installment of the payment, if advance payment has been agreed upon with the order.

Delayed receipt of agreed advance payment entitles the seller to a corresponding, later delivery.

In the event of exceeding the agreed delivery time, the seller cannot be obliged to pay a conventional fine if not has been part of the agreement, or if the buyer has failed to comply with his obligations regarding the delivery of samples, technical specifications, completion of construction and timely payment.

##### **2.3 Force Majeure**

Any delivery is subject to force majeure, which entails freedom from liability when it occurs after the conclusion of the agreement and prevents its fulfillment, including labor disputes and any other circumstance beyond the seller's control, such as material shortages, trade restrictions, etc.

In the event of force majeure, the seller is entitled to either postpone the fulfillment of assumed delivery obligations in such length of time that the obstacle persists, with the addition of a reasonable time to start or to terminate the agreement. EB Teknik Borup reserves the right, in the event that the agreement is terminated by the buyer, to demand payment of costs incurred and lost profit.

### **3. Payment**

Payment is made, when nothing else is stated in writing, in net cash in accordance with the payment terms on seller's invoice without deduction of cash discount.

Payment must always be made as agreed, regardless of whether the buyer collects the goods or not, or assembly cannot be made as agreed, on due to, for example, construction or space not being finished.

Late payment entitles EB Teknik Borup to calculate interest according to current legislation.

The buyer does not have the right to withhold payment or offset the agreed purchase price.

#### **3.1 Costs**

The buyer's financing costs, including costs for issuing bank guarantees, are EB Teknik Borup UNAUTHORISED personnel.

#### **3.2 Compliance**

If the payment conditions are not observed, the seller is entitled to regard his receivable as overdue indemnified payment regardless of whether delivery has taken place.

If amounts due have not been paid 30 days after due, the seller is entitled to cancel the agreement and the buyer to demand compensation for a small loss, the costs of securing the claim, legal assistance and expenses in connection with taking home the delivery.

#### **3.3 Insurance**

It is the buyer's responsibility to keep the item insured from the time of delivery. The seller is entitled to the sum insured in case of the item's demise if the item is unpaid. As a result of all transport being at the buyer's expense and risk, it is in all cases the responsibility of the buyer to take out the necessary or desirable insurances during transport, unless it is agreed that the seller delivers the transport. The buyer takes out the necessary insurances for storage at the buyer's place as well as for handling of the parts during assembly.

### **4. Assembly**

Where nothing else has been agreed, stated prices are exclusive. any type of assembly. In addition, the following applies:

a: The buyer must make materials available for trial runs of the plant, as well as to test and run in the plant properly. During the entire running-in period, the buyer must provide min. 2 qualified persons available for training in operation of the system and control.

b: As a result of the fact that the risk has been transferred to the buyer upon delivery, the buyer takes care that deliveries which are before and during installation, are protected against theft and damage. Damage due to water, moisture, rust etc., because the delivery is unprotected, the seller is unauthorized.

### **5. Warranty and service conditions**

The following warranty is provided:

a: For machines, steel structures, etc., which are manufactured by EB Teknik Borup A/S, a 12-month guarantee is provided for solid and good execution. On EB Teknik Borup's special machines, special warranty conditions can be agreed.

b: For supplier components, attached to the seller's products, a guarantee for exchange is provided for 12 months. For equipment and machines that are used either alone or as parts of a plant, the seller provides the same guarantee as he himself receives from the supplier in question, and liability is only assumed to the extent that recourse can be made against the supplier.

c: If the seller has to settle a warranty case, defective parts and components will be replaced or repaired free of charge forwarding to EB Teknik Borup. If repair work is required or desired at the point of delivery, travel and subsistence costs will be charged.

d: The warranty period runs from the day the parts arrive at the buyer's premises or warehouse.

e: The guarantee can only be made effective by the seller, if the buyer reports the error immediately upon its detection or no later than 1 week after the error could have been discovered through ordinary care. Any later complaints will be rejected by the seller, as the complaint deadline is unconditional.

f: The warranty expires upon resale of the purchased item. The warranty covers only that in the warranty period stated above was purchased for use in normal one-shift operation. If the purchased is used in two- or three-shift operation, the warranty period is reduced to half or a third respectively.

g: Warranty is provided on the condition that the supplied is maintained and operated in accordance with regulations, and that any repairs are made with original spare parts. Non-original spare parts, wear parts or third-party fitters are used without the seller's acceptance, the seller's warranty liability expires. The seller reserves the right for warranty repairs to use replacement parts or repair damaged parts.

h: In the case of warranty repairs, which the seller deems best carried out at the buyer's workshop or one designated by the seller, the buyer transports the parts there. If warranty repairs are required to be carried out on weekends or public holidays, the buyer pays the associated extra costs, such as overtime allowances, per diems, etc. When replacing parts, which done by the buyer, the buyer sends the defective part back to EB Teknik Borup.

The guarantee is made effective in the form of a credit note on the invoice of the forwarded part and is printed when the seller or the seller's supplier has examined and approved the damaged parts and components which are covered by the warranty.

i: The warranty does not apply to the consequences of natural wear and tear, by using an unsuitable lubricant, by inadequate fit or by disregarding the given maintenance and operating instructions.

j: Nor does the seller undertake any guarantee for the correctness or appropriateness of the buyer's construction specifications or use of the machine/system, to the extent that the seller is liable for errors during assembly and repairs, which is not carried out by the seller or his subcontractor.

k: The warranty does not cover definite wear parts and consumables such as oil, gaskets, wear plates, wear rubber, paint, glue etc.

## **6. Product liability**

EB Teknik Borup's product liability is regulated by EC directive 85/374 EOf, with the restrictions that follow below.

EB Teknik Borup is not responsible for product liability damages affecting the delivered product itself. EB Teknik Borup is also not responsible for damages for production damage that can be counted under the category of commercial property damage that occurs while the products are in the buyer's possession.

A claim for payment of production liability compensation can never exceed EB Teknik's product liability insurance.

EB Teknik Borup is not responsible for damage to products that have been manufactured by the buyer or to products in which EB Teknik Borup products are part of a product. They offered plant parts or consumer products, in addition to being manufactured with the greatest possible safety in mind, provided with the safety equipment mentioned in the order, which to the best of our knowledge meets the requirements for the prevention of accidents and work protection regulations as well as the generally recognized safety technical and occupational medicine rules.

Safety equipment such as shielding, fencing, doors, end stops, etc. must be kept in proper condition. When servicing must main switch for electricity must be switched off and locked. Compressed air supply must be closed and drained. It is the buyer's responsibility and duty to continuously instruct its staff in terms of safety and ensure that the staff comply with the safety rules.

It is the user's own responsibility to test that consumables (glue, tape, etc.) meet the requirements and specifications expected by the customer.

## **7. Operating loss**

EB Teknik Borup A/S cannot be held liable for any form of direct or indirect loss, including, for example, production loss, lost margin contribution, damaged materials or compensation for third parties or goods, such as any errors after production stoppage had to be the cause.

## **8. Property rights**

All drawings, descriptions and technical documents of machines and plants or parts thereof, whether before or after the agreement conclusion is left to the buyer, remains the property of EB Teknik Borup. Without permission from EB Teknik Borup, the mentioned materials as well as offers and order confirmations may not be used by the buyer, nor copied, reproduced for transfer to or otherwise brought to the attention of third parties, unless this has been agreed.

### **8.1 Payment terms and transfer of risk**

If the buyer is in arrears with advance payments or payments for previous deliveries, or if the buyer is not on time has made an advance payment / provided an agreed bank guarantee of his own choice, the seller is entitled to postpone without notice delivery or cancel any agreement with the buyer and to claim compensation for his losses thereby.

Any advance payment is to be considered as a'conto.

The risk passes from EB Teknik Borup to the buyer upon delivery.

### **8.2 Reservation of title**

The delivered remains the property of EB Teknik Borup until payment has been made in full. The buyer is obliged to take all necessary precautions to protect EB Teknik Borup's property rights or such other rights as mentioned above.

General provisions

What is mentioned in these EB Teknik Borup sales and delivery conditions are additions and changes in relation to "General conditions for supply and installation of machinery and other mechanical and electrical equipment", according to it version of the NLM that was in force at the time of the order.

These conditions, on the other hand, cover what is not mentioned in these sales and delivery conditions or in the order/order confirmation or otherwise.

All disputes regarding concluded agreements etc. must be decided that the ordinary courts according to Danish law, and the case must be decided at the seller's place of residence.

## **9. General provisions**

What is mentioned in these EB Teknik Borup sales and delivery conditions are additions and changes in relation to "General conditions for supply and installation of machinery and other mechanical and electrical equipment", according to it version of the NLM that was in force at the time of the order. These conditions are to cover what is not mentioned in these sales and delivery conditions or in the order/order confirmation or otherwise.

All disputes regarding concluded agreements, etc. must be decided that the ordinary courts according to Danish law, and the case must be decided at the seller's place of residence.

### **EB Teknik Borup A/S**

Bækgårdsvej 47

DK-4140 Borup

CVR: 11576494

Borup 2023