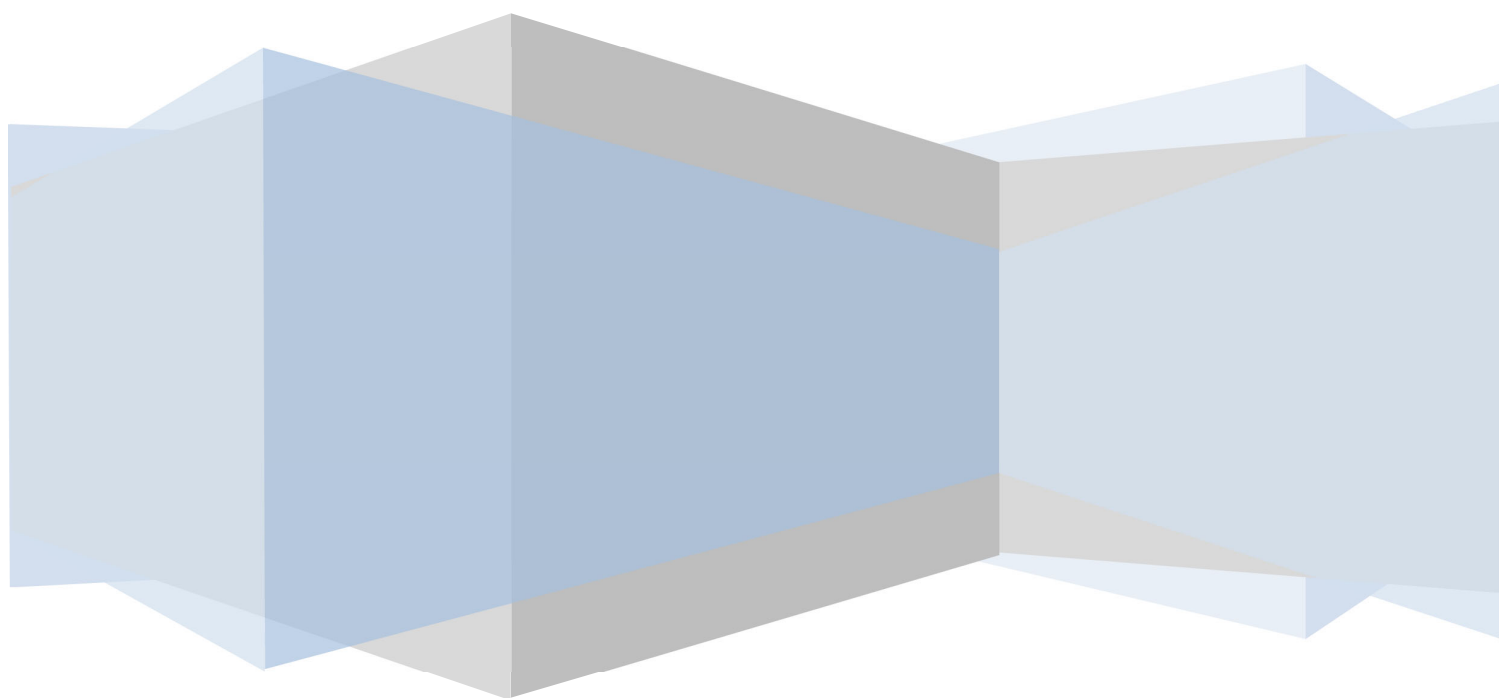




Daikin Denmark A/S
Terms and conditions of sale and delivery
March 2025



Terms and conditions of sale and delivery

I. Introduction and scope of application

These terms and conditions of sale and delivery (the "**Terms and Conditions**") apply to all deliveries (including installation work) from Daikin Denmark A/S' (CVR no. 18 29 70 94, formerly BKF-Klima A/S, "**Seller**") to the buyer thereof ("**Buyer**"), to the extent that they are not expressly derogated from by other written agreement between the Seller and Buyer (together referred to as the "**Parties**").

All deliveries shall be subject to the "**General Terms of Delivery for deliveries of machinery and other technical equipment between Denmark, Norway, Finland and Sweden and within these countries**" published in 1992 by the Association of Employers in the Iron and Metal Industry in Denmark, ("**NL92**") to the extent that these provisions are not deviated from below or by written agreement between the Parties. However, the arbitration clause in NL92 clause 40 shall not apply.

If assembly is covered by the Agreement between the Parties, the above-mentioned merger provisions, called "**General Terms of Delivery for delivery and assembly of machinery and other mechanical, electrical and electronic equipment between Denmark, Finland, Norway and Sweden and within these countries**" ("**NL17** and **NLM19**"), shall apply to the extent these provisions are not deviated from above or by written agreement between Seller and Buyer. However, the arbitration clause shall not apply.

If the above delivery terms are amended by the Association of Employers in the Iron and Metal Industry in Denmark etc. before a binding agreement is entered into between the Parties, the amended delivery terms shall apply, but only if they are not deviated from below or by written agreement between the Parties.

The Seller's order confirmation (the "**Order Confirmation**"), the Terms of Sale and Delivery (whether referred to or not), any other documents expressly accepted by the Seller in writing and NL17 and NLM19 constitute the agreement between the Parties ("**Agreement**").

In the event of different wording or conflicting terms in the documents constituting the Agreement, the documents shall prevail and be interpreted in accordance with the following order of precedence, unless otherwise expressly agreed in writing by the Parties:

1. The order confirmation
2. Terms and Conditions of Sale and Delivery
3. Other documents that the Seller has expressly accepted in writing
4. NL17 and NLM19

The Seller may enter into cooperation agreements with certain buyers ("**Cooperation agreements**"), which may contain different terms and which may also run for a longer period. In the event that such a Collaboration Agreement exists, the following order of precedence shall apply between the documents that make up the Agreement.

1. The cooperation agreement

2. The order confirmation
3. Terms and Conditions of Sale and Delivery
4. Other documents that the Seller has expressly accepted in writing
5. NL17 and NLM19

II. Offer:

- a. Any offer for goods from stock is made subject to intermediate sales. Until the Buyer's acceptance has been received by the Seller, the Seller is entitled to enter into an agreement with a third party regarding the offer with the effect that the offer to the Buyer lapses. If the Seller is unable to fulfil an offer made due to intermediate sale, the Buyer will as far as possible receive notification of this from the Seller without undue delay after receipt of the Buyer's acceptance.
The Seller cannot be held liable for the Seller's failure to fulfil an offer made as a result of intermediate sales.
- b. If the Seller submits an offer that does not specify a specific acceptance deadline, the offer will lapse if the Buyer's acceptance has not been received by the Seller within 30 days of the date of the offer.
- c. Before delivery to the Buyer, the Seller reserves the right to make necessary changes in constructions, design, etc. that do not change the nature or usability of the purchased goods.
The Seller shall as far as possible without undue delay notify the Buyer in writing of any significant changes to the order that are not insignificant. If the Seller has not put the order into production or has incurred expenses in connection with the execution of the order, the Buyer may then cancel the purchase if this is done in writing and immediately after receipt of the above notice from the Seller.
If the Seller has already incurred expenses in connection with the order, the Buyer shall only be entitled to cancel the purchase if the Buyer can prove that a specific design, construction and use was a prerequisite for the Buyer's order.
- d. If the Order Confirmation deviates from the order by additions, restrictions or reservations, and the Buyer does not accept these changes, the Buyer must notify the Seller within one week of receipt of the Order Confirmation. Otherwise, only the Order Confirmation shall apply.
- e. Orders for call-offs must be made no later than 12 months from the first call-off date. If the ordered quantity is not called off within the prescribed period, the Seller shall be entitled to cancel the order, and for goods already called off, the Buyer shall additionally pay the difference between the price according to the agreement and the price applicable according to the Seller's price list at any time of delivery. Penalties for late delivery or compensation for losses arising therefrom are of no concern to the Seller.

III. Prices:

Prices of the delivered goods are as stated by the Seller and apply, unless otherwise expressly stated, net, excluding packaging and excluding taxes.

In the case of sales abroad, the prices stated are fixed as above, but also excluding any taxes in the Buyer's country. Any export costs, customs duties and the like for sales outside Denmark are of no concern to the Seller.

Where taxes and duties are expressly included in the price, the Seller may require any increase in such taxes and duties to be paid by the Buyer. Deliveries are offered on the basis of the exchange rates and customs duties for imported goods and materials on the day of the offer. In the event of changes in these to the Seller's disadvantage, the Seller shall be entitled to increase the offer price accordingly.

The prices quoted are also offered on the basis of the exchange rates and customs duties on the day of the offer. In the event of changes to the Seller's disadvantage, the Seller shall be entitled to increase the offer price accordingly.

The prices quoted are based on the costs of goods and materials applicable on the date of the offer. If these costs increase, the Seller shall be entitled to increase the offer price accordingly.

IV. Delivery:

Unless otherwise provided in the Agreement, deliveries shall be made ex Seller's warehouse/Ex Works (INCOTERMS® 2020).

If delivery has been agreed, delivery shall be made in accordance with the INCOTERM® 2020 stated in the Order Confirmation . In addition, the following applies, unless otherwise provided in the Agreement:

- a. For orders over DKK 4,000 ex. VAT are delivered free of charge in Denmark, with the exception of Greenland and the Faroe Islands.
- b. For delivery of orders less than DKK 4,000 ex. VAT, a freight surcharge will be added to the invoice depending on the delivery method. (The freight surcharge will always be stated before the order is placed).

V. Delivery time:

- a. The agreed delivery times are based on the assumption that all technical specifications and delivery information have been clarified when the order is placed, and the Seller makes reservations for delays caused by the Buyer's failure to fulfil these conditions. Delivery times are given under the condition of timely receipt of materials from the Seller's subcontractor or technical partners.

The Buyer may only cancel the purchase due to a delay that is mainly due to delayed receipt of materials from the Seller's subcontractors, if the delay is of significant and decisive importance to the Buyer and the Seller was aware of this at the time of the conclusion of the Agreement.

Apart from the Buyer's right of withdrawal, the Seller cannot be held liable for such delays.

If the Parties have not agreed on a time for delivery, the Seller shall deliver within a reasonable time.

- b. In the event that timely delivery is prevented by event(s) beyond Seller's absolute control, including, but not limited to: strike, lockout, fire, explosion, natural disaster, pandemic and/or epidemic,

business interruption, war, riot and civil commotion, mobilization or military call-up of similar magnitude, government action, seizure, currency restrictions, environmental protection measures or defects and delays by subcontractors caused by one or more circumstances of similar nature, Seller may cancel the purchase without liability by written notice to Buyer without undue delay if one or more of the above special circumstances occur.

If the Seller decides not to cancel the purchase, the Seller shall inform the Buyer without undue delay that the delivery time will be postponed as a result. If the delivery time is postponed by more than one month due to the above-mentioned special circumstances, the Buyer may cancel the purchase without liability by written notice to the Seller.

Immediately upon receipt of notification of the delay, the Buyer may cancel the purchase without liability due to the above special circumstances, provided that the Buyer can prove that the agreed time of delivery was of essential importance to the Buyer and the Seller was aware of this.

- c. In the event of significant delay on the part of the Seller which is not primarily due to one of the above under point V.a. and V.b. above, the Buyer may cancel the purchase in accordance with the general rules of Danish law. However, it is a prerequisite that the delay, specifically assessed, is significant for the Buyer and that the Seller was aware of this. The Seller shall only be liable for the delay as mentioned in point V.b. if the delay is due to the Seller's gross negligence.

Apart from the above, the Buyer has no further remedies in connection with the Seller's delay.

It is clarified that the limitation of liability in Section IX shall also apply in case of delay.

VI. Payment:

Unless otherwise stated, payment terms are current month 15 days from the invoice date.

To customers with whom the Seller has not previously had a regular business relationship, delivery shall only be made against cash on delivery if satisfactory references and/or credit information is not provided at the time of placing the first order.

The Seller reserves the right to determine the amount of any credit to the Buyer.

If timely delivery is prevented due to circumstances for which the Buyer bears the risk, including, but not limited to, the Buyer's request to change the order date or time of delivery, the Buyer shall nevertheless be obliged to make all payments in accordance with the original Agreement, and the Seller shall in all respects be treated as if such prevention of timely delivery had not existed.

In the event of late payment, the Seller's obligation to remedy as set out below cannot be invoked by the Buyer until payment has been made.

In the event of late payment, unless otherwise agreed upon, the Buyer shall pay interest on the outstanding amount at a rate equivalent to the Danish National Bank's official lending rate plus 8%, calculated from the due date until payment is made in full. The Seller reserves the right to claim compensation for reasonable

recovery costs in accordance with applicable laws. interest shall be charged on amounts due at the Seller's interest rate applicable from time to time, which is printed on the Seller's invoices and order confirmations.

VII. Returns:

Returns are only accepted by the Seller for goods held in stock and only by prior agreement. Returns will not be accepted later than 3 months after the invoice date. The goods must be sent carriage paid to the Seller in their original packaging and arrive in whole and undamaged condition. Crediting of returned goods is based on the sales price less 10%.

VIII. Product information and confidentiality:

All information, brochures, catalogues, circulars, pictorial material, prospectuses, advertisements, price lists and the like regarding weight, dimensions, capacity, prices, working data and other data are to be regarded as indicative only and without liability for the Seller. The Seller reserves the right to make changes at any time, which is why such product information is only binding to the extent that the Agreement expressly refers to them.

Drawings, descriptions and other technical documents remain the property of the Seller . The Buyer may not use the material for any purpose other than that stated at the time of transfer, and the material may not be copied, reproduced or disclosed without the Seller's written consent. The Buyer must use the delivered products in a way that does not infringe the rights of third parties.

The Parties shall keep all technical and commercial know-how, specifications, prices, inventions, processes, initiatives and other information regarding the other Party's (the disclosing Party's) business, products and services that are of a confidential nature (Confidential Information) that has been disclosed to the receiving Party by the disclosing Party, its employees, agents and subcontractors (representatives), strictly confidential . The receiving Party may not use the disclosing Party's confidential information for purposes other than to fulfil its obligations under the Agreement, including reverse engineering of the products and any software in the products. The receiving Party may disclose Confidential Information only to those of its agents who need the information to fulfil the receiving Party's obligations under the Agreement and shall ensure that such agents comply with the obligations set forth in this Section in the same manner as if they were subject to such obligations themselves. The obligations under this Section shall be effective from the date of the Agreement and, subject to applicable law, for a period of 3 years after both Parties have fulfilled their obligations under the Agreement.

IX. Limitation of liability:

Notwithstanding anything stated elsewhere and to the extent permitted by applicable law, the Seller shall never be liable for indirect or consequential loss or damage, loss of production, loss of turnover, operating loss, loss of profit, loss of orders, loss of data, loss of savings, loss of goodwill, loss in connection with unauthorized access to data, or systems or losses resulting from business interruption, arising in connection with the Agreement or the breach thereof, whether liability is based on general tort law or otherwise.

To the extent permitted by applicable law, Seller's total liability to Buyer for losses and claims of any kind arising in connection with the Agreement, whether in or out of contract (including for negligence), or otherwise, shall not exceed an amount equal to 100% of the total amount paid or payable by Buyer under the Agreement (excluding VAT and tax) on which the claim is based.

The limitations of liability stated above do not apply if the Buyer suffers loss as a result of the Seller's intent or gross negligence.

Liability for delay:

See the entire section V.

Liability for defects in the object of sale:

In cases where the Buyer experiences that the delivered product does not function as intended and therefore requests the Seller's presence, the Seller reserves the right to invoice DKK 1.100,- ex. VAT per hour or part thereof, including mileage (start and end at the Seller's addresses in East and West Denmark respectively).

In the event of defects in the object of sale which are claimed in due time within one year after delivery, the Seller shall be obliged to remedy or replace the goods at its own discretion, and the Buyer shall only be entitled to demand such remedy/replacement in the event of defects caused by faults in design, material or manufacture.

The Seller's liability shall only cover defects that appear within 12 months after final delivery has taken place.

The Buyer shall give written notice of a defect to the Seller without undue delay after the defect has become apparent and in no case later than two weeks after the defect has become apparent. The notice shall contain a description of how the defect has appeared. Otherwise, the Buyer loses his right to make a claim in connection with the defect.

The repair shall be carried out at the Seller's premises unless the Seller has accepted that the defect can be repaired or replaced at the Buyer's premises. **In such cases**, the Buyer shall bear the additional costs incurred by the Seller in remedying defects as a result of the equipment being located elsewhere than at the Seller's premises.

The Buyer cannot on behalf of the Seller and at the Seller's expense carry out remedial work unless this has been agreed in writing between the Parties.

Freight damage that has not been reported to the carrier upon the Buyer's receipt of the goods is of no concern to the Seller.

The Seller shall be entitled to remedy the defect by using alternative solutions, provided that this does not change the usability of the purchased goods.

If the Seller does not remedy or replace the goods within a reasonable time, the Buyer is however entitled to cancel the purchase. Such termination may, however, take place no earlier than two months after the Buyer has made a written reservation to the Seller that he wishes to terminate the agreement if rectification or replacement has not taken place within the same period. However, the Buyer's right of termination shall only apply if the delivered goods are subject to significant defects.

In addition to the right of rescission, the Seller shall not be liable unless the defect is due to the Seller's gross negligence.

If the Seller carries out repair or replacement, the Seller shall have no further liability for defects, even if they are due to causes that existed before the transfer of risk, regardless of any proven negligence on the part of the Seller.

Technical assistance call

If the Customer requests the Seller's presence for technical assistance for a product where there is no product or advisory error, the Seller reserves the right to invoice the associated hourly consumption including travel at the applicable hourly rates.

(The hourly rate can always be provided before the order is placed).

X. Product liability in relation to the Buyer:

To the fullest extent permitted by applicable law:

- (i) the Seller shall only be liable for a maximum of 12 months from delivery for any damage caused by the item sold;
- (ii) the Seller shall only be liable for damage caused by the object of sale if it is documented that the damage is due to negligent acts or omissions committed by the Seller or the Seller's employees;
- (iii) the Seller's liability for damage to real or personal property - including products manufactured by the Buyer or products in which the Buyer's products are included - is in any case limited to DKK 500,000,-; and
- (iv) the Seller shall under no circumstances be liable for operating losses, lost profits or indirect financial consequential losses resulting from damage caused by the object sold.

XI. Product liability towards third parties:

To the extent that the Seller in connection with the Buyer's use, including - but not limited to - resale of the delivered goods, may be liable to third parties, the following applies to the greatest possible extent permitted under applicable law :

- If the Buyer has been negligent, the Seller shall have recourse against the Buyer according to the

degree of fault shown, and the Buyer shall under all circumstances and regardless of any negligence by the Seller be obliged to indemnify the Seller to the extent that the Seller's liability to third parties extends beyond the above under section X limits and rules set out in section X above.

- If the Seller's liability towards a third party is based on objective liability rules or is incurred according to liability rules containing rules on the burden of proof, regardless of whether these liability rules have been developed in legislation, EU rules, case law or otherwise, and the Seller has not been negligent, the Buyer is obliged to defend and indemnify the Seller to the extent that the Seller's liability extends beyond the above under section X limits and rules set out in section X above. If the Buyer has been negligent in this case, the Seller shall have recourse against the Buyer for any claim that a third party may have against the Seller.
- In no event shall the Seller be liable for any operating loss, loss of profit or consequential financial loss.

If the Buyer (i) becomes aware that the delivered goods have caused damage to a third party, (ii) receives a claim from a third-party regarding damage that may have been caused by the goods, or (iii) becomes aware that there is an inherent risk that such damage may occur, the Buyer shall immediately notify the Seller thereof. Furthermore, the Buyer shall take all steps and perform all acts necessary to prevent or limit such damage.

For the purposes of this clause, the Buyer agrees that, irrespective of the choice of law and jurisdiction applicable to the Agreement, in the event of a claim against the Seller as set out above, the Seller shall have the right to subpoena the Buyer, and the Buyer shall have the duty to be subpoenaed, in proceedings before the same court or arbitral tribunal and under the same choice of law concerning any claim brought against Seller .

Buyer undertakes to maintain customary liability and product liability insurance coverage in accordance with industry standards.

XII. Indemnification

If any action (including legal, administrative or arbitration proceedings, claims, investigations or other proceedings) is brought by anyone other than the Buyer against the Seller arising out of the Agreement or the Buyer's use of the Deliverables, the Buyer shall indemnify the Seller against all losses in connection with such action unless the Seller has caused such loss by negligence or wilful misconduct. "Losses" means litigation costs (including any reasonable disbursements incurred in connection with the defence of any action or in any related investigation or negotiation) and any losses.

XIII. Buyer's obligations on use and resale:

When using, including - but not limited to - resale of the delivered products, the Buyer is obliged to use/market the products in a responsible manner and, to the greatest extent possible, take measures to protect against both the Buyer's own and the Seller's assumption of product liability. For example, the Buyer is obliged to duly instruct any other contracting parties about the properties of the delivered goods to the extent that this cannot reasonably be assumed, and otherwise provide packaging, instructions etc. with the

necessary descriptions and warnings. The Buyer is also obliged to ensure, as far as possible, that similar procedures are followed in subsequent sales.

In relation to the above rules on product liability towards third parties, the Buyer's breach of this provision shall be regarded as a cause of liability in the same way as any other negligent act on the part of the Buyer.

XIV. Buyer's duty to investigate and complain:

When the object of sale has been delivered, the Buyer is obliged to carry out such an inspection as is required by proper business practice. If it turns out that the object sold suffers from a defect, the Buyer shall, if he claims the defect, notify the Seller immediately, which the Seller shall confirm in writing. If he does not give such notice, notwithstanding that he discovers or should have discovered the defect, he cannot later claim it.

XV. Other agreements:

Agreements and/or arrangements (including but not limited to telephone or electronic messages and agreements and arrangements with representatives) must, in order to be valid, be confirmed in writing by the Seller.

XVI. Data protection

The Seller collects and processes personal data in accordance with applicable data protection legislation and in accordance with the Seller's personal data policy, which is available at on the Seller's website and can be accessed at any time in the latest version at: https://www.daikin.dk/dk_dk/databeskyttelsespolitik.html.

XVII. Export controls and trade sanctions

The Seller makes delivery to the Buyer conditional upon the Buyer's compliance with all applicable export control and trade sanctions regulations, including that the Buyer applies relevant control and compliance procedures.

If, as a result of export control and trade sanctions regulations, Seller determines that it is or will be prohibited, prevented, restricted or will have a material adverse effect on the performance of Seller's obligations under the Agreement, Seller may cancel or delay delivery. Seller will not be liable for any direct or indirect claims or losses arising therefrom.

To enable Seller to conduct verification of Buyer's compliance with relevant export control and trade sanctions regulations, or to support Seller's applications to authorities in connection with exports and/or sales under the Agreement, Buyer shall - upon Seller's reasonable request and to the extent permitted by applicable law - promptly provide all information about a particular end user, the parties involved in the delivery, the destination(s) concerned and the intended use of the delivered goods.

XVIII. Disputes:

The Agreement and all disputes that may arise between the Parties, including - but not limited to - disputes about interpretations of these Terms of Sale and Delivery, or disputes that may arise between the Parties in connection with the Seller's offer/Order Confirmation or in connection with any delivery from the Seller

to the Buyer, shall be settled in full in accordance with Danish law, with the exception of Danish private international law rules or principles, which may result in the application of another country's law .

Any disputes or claims (including non-contractual claims) that may arise in connection with the Agreement or its conclusion shall be settled by the Maritime and Commercial Court in Copenhagen, or - if the dispute falls outside the jurisdiction of the Maritime and Commercial Court - by the Copenhagen City Court .