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General Terms of Sale and Delivery

Klejngaard Safety

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1. General terms and conditions

- 1.1 These general terms of sale and delivery (“Terms”) apply to the sale and delivery of all products and services (“Products”) offered and delivered to any customer (“Customer”) by Klejngaard Safety ApS, CVR no. 39000776 (“Klejngaard Safety”). The General Conditions for the Supply of Machinery and other Mechanical, Electrical and Electronic Equipment (NL 92) shall apply as gap-filling, unless corrected or amended in these Terms. These Terms shall take precedence of NL 92.
- 1.2 The Terms apply regardless of any references to the Customer's additional and/or conflicting terms and conditions laid down in any purchase order or other communication from the Customer. Provisions derogating from or supplementing the Terms are valid only to the extent that such provisions have been expressly accepted by Klejngaard Safety in writing.
- 1.3 In these Terms, Klejngaard Safety and the Customer are jointly referred to as the “Parties” and individually as a “Party”.

2. Prices

- 2.1 All prices are exclusive of VAT and freight as well as packaging, unless otherwise agreed between the Parties in writing.
- 2.2 Klejngaard Safety reserves the right to alter the quoted prices if prices of raw materials, wages regulated by a collective contract, payroll taxes, tariff rates, import/export duties, the exchange rate of the Danish krone (DKK) and other costs beyond Klejngaard Safety's control increase from the time of the quotation until the time of the delivery.

3. Purchase orders and quotations

- 3.1 The Customer places purchase orders with Klejngaard Safety in writing. As a minimum, all purchase orders placed by the Customer must specify the product number and quantity, place of delivery and delivery dates requested. Purchase orders are not binding on Klejngaard Safety until accepted by Klejngaard Safety in writing.
- 3.2 All product information, price lists, places and dates of delivery are binding only to the extent that express reference has been made thereto in the order confirmation. Any offers, including price estimates or quotations, made by Klejngaard Safety are valid for 30 (thirty) days from the date of making such offers unless otherwise expressly stated in the order confirmation.

- 3.3 Upon receipt of the order confirmation, the Customer must immediately ensure that it is in accordance with the purchase order. The Customer is deemed to have accepted the order confirmation as binding unless written notice is received by Klejngaard Safety from the Customer within 2 (two) days from the date of receipt of the order confirmation.
- 3.4 Klejngaard Safety is entitled to make any quotation conditional upon the Customer presenting documentation of a positive financial solidity, a bank guarantee or other sufficient security at Klejngaard Safety's discretion.

4. Cancellation of an order

- 4.1 The Customer is not entitled to cancel an order without Klejngaard Safety's prior acceptance and in any event only subject to payment of Klejngaard's accrued expenses and losses, as calculated by Klejngaard Safety.

5. Delivery of the Products and passing of risk

- 5.1 Delivery of the Products will take place as set out in Klejngaard Safety's order confirmation and the delivery schedule agreed upon by and between the Parties.
- 5.2 Any changes to a purchase order will not be binding until they have been confirmed in writing by Klejngaard Safety. The Customer accepts that any such change to a purchase order may result in a postponement of the date of delivery initially agreed upon and that Klejngaard Safety is not liable for any delay in delivery owing to the Customer's changes to the purchase order.
- 5.3 Delivery up to 4 (four) weeks after the agreed date of delivery shall be viewed as a delivery on time. Klejngaard Safety must inform the Customer of any changes to the date of delivery as soon as the circumstances causing a change to the date of delivery become known to Klejngaard Safety.
- 5.4 Klejngaard Safety retains title to the Products until payment for the Products has been made in full by the Customer, unless otherwise agreed between the Parties in writing. If the Customer fails to fulfil its payment obligations by not making payment in accordance with the terms and conditions stated on the invoice, Klejngaard Safety may reclaim the Products in question.
- 5.5 If delivery terms have been agreed upon, such terms shall be interpreted in accordance with Incoterms in force from time to time.

5.6 In case no specific delivery term has been agreed upon, the Products shall be considered delivered Ex Works (EXW) Incoterms 2020.

6. Reservation of title and intellectual property rights

6.1 The Products shall remain the property of Klejngaard Safety until paid for in full to the extent that such retention of property is permitted by the applicable law. The Customer is obliged to keep the Products sufficiently and properly insured, incl. against fire, burglary and water damage.

6.2 At Klejngaard Safety's request, the Customer shall instigate the necessary actions to protect Klejngaard Safety's title to the Product.

6.3 The reservation of title has no influence on the passing of risk, cf. Clause 5.

6.4 No intellectual property rights regarding the Products are transferred to the Customer.

7. Payment

7.1 Unless otherwise agreed, the purchase price shall be paid with one third at the conclusion of the contract and one third when the bulk of the Products is notified as ready for delivery. Final payment shall be made at the time of delivery of the Products.

7.2 If payment has not been made in due time, Klejngaard Safety reserves the right to charge 1,5 % interest per month on the amount due from the due date, including costs.

7.3 If payment has not been made in due time, Klejngaard Safety reserves the right to withhold non-dispatched orders as well as prevent the surrender of Products regardless whether delivery has taken place in accordance with the applicable Incoterm, until the Customer has settled all outstanding amounts, including interest and costs.

7.4 If the Customer has not paid the amount due within 3 (three) months, Klejngaard Safety shall be entitled to terminate the contract by written notice to the Customer and to claim compensation for the losses suffered.

8. Time of delivery and delay

- 8.1 If, instead of a fixed date of delivery, the Parties have agreed on a period of time within which delivery shall take place, such period shall start to run from the time when all preconditions to be incumbent on the Customer under the contract have been fulfilled, i.e. payments, security, etc.
- 8.2 If Klejngaard Safety finds that Klejngaard Safety will not be able to deliver the Products at the agreed time of delivery or if delay on Klejngaard Safety's part seems likely, Klejngaard Safety shall forthwith notify the Customer thereof in writing, stating the reason for the delay and, if possible, the time when delivery may be expected. If Klejngaard Safety fails to render such notice, Klejngaard Safety shall reimburse the Customer for any increase in expenses resulting from the failure to notify.
- 8.3 If a delay in delivery is caused by a circumstance which under Clause 12 shall be considered a case of relief or by an act of omission on the part of the Customer, the time of delivery shall be extended by a period which is reasonable having regard to the circumstances in the case. The time of delivery shall be extended even if the reason for delay occurs after the originally agreed time of delivery.
- 8.4 Anticipated delay shall not entitle the Customer to terminate the contract between the Parties.
- 8.5 If Klejngaard Safety does not deliver the Products within 2 (two) weeks after the agreed time of delivery and this is not due to any circumstances for which the Customer is responsible, and the delivery has not been made after an additional reasonable time period of 2 (two) weeks, then the Customer is entitled terminate the contract with regard to the part of the delivery of Products having been delayed, unless these Terms or the contract says otherwise.
- 8.6 The Customer shall in no event be entitled to claim any liquidated damages due to delay in the delivery of Products. These Terms expressly deviates from NL92 in relation to the right to claim liquidated damages, including but not limited in case of delay.
- 8.7 In case of such termination, the Customer shall also be entitled to compensation for the loss suffered due to the delay, but only if such a loss is a direct loss. Thus, Klejngaard Safety is under no circumstances liable for any indirect losses, including but not limited to loss of profit, loss of time, loss of production or any other indirect loss. The total compensation to be paid by Klejngaard Safety can under no circumstances exceed 15 % of the part of the agreed price that covers the part of the Products for which the contract is terminated.
- 8.8 Termination of the contract and limited compensation under this Clause are the only remedies available to the Customer in case of delay on the part of Klejngaard Safety. All other claims against Klejngaard Safety based on such delay shall be excluded.

- 8.9 If the Customer finds that he will be unable to accept delivery of the Products on the agreed date or if delay on his part seems likely, he shall forthwith notify Klejngaard Safety thereof in writing stating the reason for the delay and, if possible, the time when he will be able to accept delivery.
- 8.10 If the Customer fails to accept delivery on the agreed date, or the delivery is delayed due to circumstances for which the Customer is responsible, the Customer shall nevertheless effect any payment which is dependent on delivery as if the Products in question had been delivered. Klejngaard Safety shall arrange storage of the Products at the Customer's risk and expense. Klejngaard Safety shall also, if the Customer so requires, insure the Products at the Customer's expense.
- 8.11 Unless the Customer's failure to accept delivery is due to any such circumstances as mentioned in Clause 12, Klejngaard Safety may by notice in writing require the Customer to accept delivery within a final reasonable period of time.
- 8.12 If, for any reason for which Klejngaard Safety is not responsible, the Customer fails to accept delivery within such final period of time, Klejngaard Safety may by notice in writing terminate the contract completely or in part. Klejngaard Safety shall then be entitled to compensation for the loss suffered due to the Customer's default, including but not limited to indirect loss and consequential loss.

9. Defects and notice

- 9.1 The Customer shall examine the Products upon delivery and no later than in connection with the first test of the delivered Products. In case of any defect, the Customer shall immediately give Klejngaard Safety written notice. The Customer shall forfeit his rights to make any claim in respect of any defects which the Customer was or should have been aware of by the examination of the delivered Products. If the Customer fails to notify Klejngaard Safety of a defect in writing within the time limits set forth in this Clause, the Customer forfeits the right to make any claim in respect of the defect. Klejngaard Safety shall at any time have the right to invoke the Customer's late notice of a defect, regardless whether Klejngaard Safety has started negotiating with the Customer on such defects.
- 9.2 In case of a legitimate and timely notice of a defect from the Customer, Klejngaard Safety is obligated to remedy the defect by choosing between either of the following (i) delivery of replacement products, (ii) remedy, (iii) appropriate reduction in the price or (iv) a combination of the foregoing (i)-(iii). After Klejngaard Safety's completion of either (i)-(iv) the Customer has been fully and finally satisfied of any claim arising from such defect. If Klejngaard Safety fails to fulfil its obligations under this Clause within a reasonable time, and no later than 6 (six) months after Klejngaard Safety has received legitimate and timely notice of a defect from the Customer, the

Customer may by written notice require Klejngaard Safety to do so within a final time of minimum 1 (one) week. If Klejngaard Safety fails to fulfil its obligations within that time limit, the Customer may choose to terminate the purchase of the Product concerned and claim the purchase price paid. The Customer has no other remedies in case of defects in the Products delivered by Klejngaard Safety, and the Customer shall not be entitled to claim any loss or damage from Klejngaard Safety besides the purchase price paid. The Customer shall not be entitled to terminate previous or future purchase orders due to the defect concerned.

- 9.3 Remedy shall take place at the nearest dealer of Klejngaard Safety's choice. Any expenses that the Customer may have in this regard shall be borne solely by the Customer.
- 9.4 Klejngaard Safety is not liable for any defects that is demonstrated later than 12 (twelve) months after the Customer's receipt of the Products.

10. Product liability

- 10.1 The Customer shall indemnify and hold Klejngaard Safety harmless to the extent that Klejngaard Safety becomes liable towards any third party for any damage for which Klejngaard Safety is not liable towards the Customer in accordance with section a) and b) below.
- a) Klejngaard Safety is not liable for any damage or loss caused by the Products:
- to immovable non-consumer property, ships or movable property, when the damage occurs while the Products are in the Customer's possession, or
 - to products, which has been manufactured by the Customer or to products of which the Customer's products form a part, or
 - to immovable property, ships or movable property when the damage is caused by the Customer's products.
- b) Klejngaard Safety shall under no circumstances be liable for any indirect loss caused by the Products, including but not limited to loss of production, loss of profit and other direct or indirect economic loss.
- 10.2 The limitations mentioned in Clause 10.1 regarding Klejngaard Safety's liability shall not apply if it is demonstrated that the damage/loss is caused by Klejngaard Safety's gross negligence. Klejngaard Safety's product liability cannot exceed the invoice value of the defective Products having caused the damage or DKK 1,000,000 in total per year.

- 10.3 Klejngaard Safety is not liable for product liability damage, including damage to the Customer's, the Customer's employees' or any third party's bodily injury, unless the Customer proves (i) that the damage or injury was caused by the defective Product, and (ii) that the damage incurred in spite of the Customer having observed its obligations to perform and annual maintenance surveys of the Product under applicable law by way of a certified service provider.
- 10.4 If a claim for loss or damage as described in this Clause is raised by a third party against either Party, the latter shall forthwith notify the other Party thereof. Such notice does not relieve the Customer from its obligation to take necessary measurements in order to avoid or limit the damage or loss.
- 10.5 Klejngaard Safety and the Customer shall be mutually obliged to let themselves be summoned to the court or arbitral tribunal which examines claims against either of them, when the claim is based on damage alleged to have been caused by the Products. The liability as between Klejngaard Safety and the Customer shall, however, always be settled by arbitration in accordance with Clause 15.
- 10.6 The Customer cannot make claims towards Klejngaard Safety, including Klejngaard Safety's management, employees or others, and the Customer shall hold these persons harmless in case of claims for loss or damage raised by a third party against those persons. The Customer shall indemnify and hold Klejngaard Safety harmless to the extent that Klejngaard Safety incurs product liability towards a third party because of defects in the delivered Product, for which Klejngaard Safety is not liable according to the above mentioned in this Clause.

11. Product information and liability of advisors

- 11.1 Drawings, specifications and other similar documents which has been made available by Klejngaard Safety before or after the conclusion of the contract remains Klejngaard Safety's property and is not to be misused or given access to any third party without Klejngaard Safety's written consent. All information about weight, dimensions, capacity, price, technical and other data in catalogs, prospectuses, circular letters, imagery, public advertisements and price lists are merely indicative, and Klejngaard Safety is not liable for any potential errors or wrong interpretation of this material. Such information is only binding to the extent the contract expressly refers to it. In all cases, Klejngaard Safety shall reserve the right to change any technical specifications, etc.
- 11.2 Furthermore, Klejngaard Safety is only liable if Klejngaard Safety has given specific written advice to the Customer in terms of preparation of a project, and/or preparation of calculations or if Klejngaard Safety has given a specific written statement regarding the quality and performance of

the asset sold in relation to a specific purpose to a Customer that does not seem to have the expertise needed to assess the quality and performance of the asset sold.

- 11.3 Klejngaard Safety's liability is limited to a maximum of DKK 250,000 in cases of erroneous advice. Klejngaard Safety is not liable for any statements if it is indicated that such statements are based on Klejngaard Safety's discretion.

12. Force Majeure

- 12.1 Each Party is entitled to relief of its obligations in relation to the contract to the extent that the fulfillment of such obligations is prevented or made unduly burdensome due to force majeure events, including but not limited to labor conflicts and any other circumstances that the Parties is not in control of, including but not limited to fire, war, substantial military mobilizations, rebellion, requisition, confiscation, embargo, currency and export restrictions, epidemics, pandemics, natural disasters, extreme natural phenomena, terrorist acts and any defects of or delays in delivery from subcontractors caused by any of the abovementioned circumstances.
- 12.2 The Party who wishes to invoke one of the above force majeure events and claim relief shall without delay give the other Party a written notice which includes information about the occurrence and the possible end of the force majeure event. If a Party fails to give such a notice, the other Party is entitled to a financial compensation for any additional costs which could have been avoided if the Party had received such notice.
- 12.3 If a force majeure event, as described above, prevents the Customer from performing its obligations, the Customer shall compensate Klejngaard Safety for any costs Klejngaard Safety has to secure and protect the Products.
- 12.4 Regardless of these Terms, each Party is entitled to terminate the contract by written notice to the other Party, if the contract is delayed for more than 6 (six) months due to a force majeure event as described above.

13. Intellectual Property Rights

- 13.1 Any Intellectual Property Rights or other right developed by Klejngaard Safety during the performance of the Parties' contract, including but not limited to patents, copyrights, designs, knowhow, utility models and trademarks shall be the exclusive property of Klejngaard Safety. The Customer is entitled to use the attached intellectual property rights to the Product without payment of royalties.

13.2 No transfer of intellectual property rights is made in connection with delivery of the Products. Thus Klejngaard Safety retains ownership of all intellectual property rights and other rights in relation to the Products, including but not limited to patents, copyrights, designs, knowhow, utility models and trademarks, and all documentation in relation to the Product drafted by Klejngaard Safety shall at any time be and remain Klejngaard Safety's exclusive property, and the Customer shall at any time respect such rights, regardless if registration of the rights has been made. For the sake of good order, it should be mentioned that Klejngaard Safety and/or any of Klejngaard Safety's software-subcontractors have the complete copyright to any software that has been delivered.

13.3 The Customer retains his intellectual property rights and other rights that the Customer has made available to Klejngaard Safety in connection with the delivery of the Products, including any drawings and specifications regarding the Products that the Customer has made available to Klejngaard Safety.

14. Transfer of rights and obligations

14.1 Klejngaard Safety is entitled to transfer all rights and obligations arising from contracts with the Customer, including accepted orders, without the Customer's consent.

14.2 The Customer is not entitled to transfer any rights or obligations to a third party without Klejngaard Safety's prior written consent.

14.3 Furthermore, Klejngaard Safety is entitled to - but not obligated to – immediately terminate the contract between the Parties by written notice to the Customer, if the Customer is a legal person, and if the Customer is subject to a change of control. Control of the Customer shall mean one of the following: (i) sale or any other transfer of the Customer's assets, which constitute 50 % or more of the book value (calculated on the basis of a single transaction or a series of successive transaction), (ii) mergers or any other similar restructuring of the Customer, (iii) transfer of 50 % or more of the voting rights or any other transfer that results in transfer of the control of the Customer (on the basis of a single transaction or a series of successive transactions), and (iv) any other single transaction or a series of successive transactions that result in substantially the same as described above in (i)-(iii).

15. Choice of law/jurisdiction

15.1 Any dispute arising from or in connection with the Terms or the Parties' contract shall be governed by Danish law, except from the Danish international private law and CISG which shall not apply.

- 15.2 The Parties shall use their best efforts to resolve any disputes between them by amicable means and negotiation, and hereunder the Parties shall establish negotiations between the management of each Party.
- 15.3 Any dispute arising out of or in connection with the contract, including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration administered by the Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by the Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The place of arbitration shall be Copenhagen.
- 16. Change in terms and conditions**
- 16.1 In contracts containing a continuing obligation, Klejngaard Safety is entitled to change its terms and conditions at any time with a 3 (three) months written notice, after which the new version of Klejngaard Safety's terms and conditions apply to the contract.
