

1. How to use

- 1.1 These general terms and conditions (hereinafter referred to as the "Terms") shall apply to all offers and deliveries of goods including documentation hereinafter collectively referred to as the "Goods" made by TROX Danmark A/S, CVR number 64145118 (hereinafter referred to as "Seller") to any commercial customer (hereinafter referred to as "Buyer").
- 1.2 The Conditions shall prevail over all conflicting provisions in Buyer's order, acceptance and/or in Buyer's general terms and conditions of purchase, also in cases where Seller fails to object to such conflicting provisions.
- 1.3 The fire and smoke-related system solutions offered and delivered by the Seller are subject to express reservations cf. BR18, as these require the Buyer's involvement and approval by a certified fire consultant.

2. Quotation and contract

- 2.1 Offers are valid for 30 days from the date of the offer, unless otherwise agreed in writing.
- 2.2 All agreements entered into between the Seller and the Buyer (hereinafter "Contracts") require a written order confirmation from the Seller to be legally effective and binding on the Seller.
- 2.3 Once the Buyer has placed an order and the Seller has accepted the order by sending an order confirmation, the Buyer may not make changes to the order, including e.g. changes in specifications, unless such changes are expressly accepted in writing by the Seller.
- 2.4 Any subsequent change or cancellation of the order requires the Seller's written acceptance to be valid.
- 2.5 The Seller shall charge a cancellation or change fee for any cancellation or change made by the Buyer after the Seller has sent an order

confirmation. In addition, the Seller shall be entitled to charge additional compensation for losses or additional costs incurred by the Seller as a result of the Buyer's cancellation or change.

3. Information in the Seller's material and price lists

- 3.1 Information in the Seller's catalogues, brochures, advertisements, photographic material, product descriptions, unit runs, price lists, etc. containing information about capacity, durability, performance, technical data, dimensions, weight or the like shall not be binding on the Seller. Reservations are also made for misprints and model changes.

4. Intellectual property rights

- 4.1 Drawings, sketches, designs, specifications, technical data, quotation material, order lists and unit runs provided by the Seller remain the property of the Seller. The Buyer must treat this information confidentially and may not use it for any purpose other than the purpose for which it was transferred to the Buyer, and the Buyer may not disclose, copy and/or transfer the information to third parties without the prior written consent of the Seller.
- 4.2 In the event of the Buyer's breach of clause 4.1, the Seller is entitled to claim its loss from the Buyer. Furthermore, the Seller shall be entitled to file an injunction without security against the Buyer's unauthorized activities.

5. Prices and terms of payment

- 5.1 All prices of the Seller are quoted Ex Works Seller's address or another address designated by the Seller, cf. INCOTERMS 2020, excluding VAT, taxes, duties, customs duties, packaging, freight, transport insurance, assembly and installation, unless otherwise agreed in writing.

5.2 Unless otherwise stated in the Seller's offer, the Seller reserves the right to change prices - even after the order confirmation has been issued - in the event of changes in raw material prices, increased production costs or changes in public duties, freight, customs duties, taxes and exchange rates, these are not included in the price.

5.2.1 Payment terms are net 20 days from the date of delivery, provided that the Seller can take out credit insurance for its claims against the Buyer on normal premium terms and unless otherwise stated in the Seller's offer or order confirmation.

5.3 If the Buyer exceeds the payment deadline, the Seller is entitled to charge 2% interest on the amount due per month or part thereof.

5.4 The Buyer may not withhold payments or set off counterclaims against the Seller's claim for payment unless the Buyer's counterclaim has been recognized in writing by the Seller or established by judgment/settlement. Complaints about the Goods shall thus not entitle the Buyer to withhold payment for Goods already delivered. In such case, the Buyer's withholding of payment/set-off shall constitute a material breach of the Contract.

5.5 Seller is furthermore entitled to payment for additional fees and expenses, such as, but not limited to, small orders, freight and handling, express shipping, returns and cancellations, provided that Seller has informed Buyer of such additional fees and expenses, e.g. in Seller's order confirmation, in price lists, or otherwise.

6. Retention of ownership

6.1 The Seller retains title to the Goods until all receivables have been paid, in particular specific outstanding balances due to the Seller as part of the business relationship with the Buyer. The Seller is entitled to insure the Goods

at the Buyer's expense against theft, damage, fire, water damage and other damages, unless the Buyer has demonstrably taken out such insurance.

6.2 If the Buyer is in breach of the Contract, in particular in the event of default in payment, the Seller shall be entitled, after sending a written demand, to take back the Goods. This shall not constitute withdrawal from the Contract. The Buyer shall be obliged to inform the Seller immediately of all matters relating to the retention of title, in particular measures relating to the attachment of property or actual interference with the retention of title.

7. Delivery

7.1 Delivery of Goods shall be Ex Works, cf. Incoterms 2020, unless otherwise agreed in writing.

7.2 All delivery times are approximate, and the Seller cannot be held liable for any delay in relation to the delivery time stated in the order or order confirmation, unless otherwise confirmed in writing.

7.3 The Seller's delivery is subject to the condition that the unloading point is accessible by a passable road. The buyer is responsible for ensuring that immediate unloading can take place at the agreed delivery address. The buyer shall bear any additional costs if unloading cannot take place as expected. The buyer is obliged to receive the goods from the carrier at the agreed delivery location. If delivery/unloading cannot take place due to the Buyer's inability to unload/receive the Goods, a redelivery cost corresponding to the actual costs incurred by the Seller shall be charged. If the Buyer does not accept/receive the goods sold when the Buyer is obliged to do so, the Seller shall be entitled to cancel the purchase immediately and without further notice.

7.4 Partial deliveries of Goods/Products are permitted. Incomplete deliveries due to component/product shortages are permitted. In such a case and where the Buyer requests a complete delivery, the Seller is entitled to postpone the complete delivery. Should the Buyer require an incomplete delivery, any delay, rectification, assembly and related expenses shall be borne by the Buyer.

7.5 Immediately upon delivery, the Buyer must ensure that the delivered goods are as agreed and free of defects.

7.6 Any complaints that the delivered goods are not as agreed or are defective, which the Buyer has or should have discovered during its inspection, cf. clause 7.5, must be made in writing immediately after delivery and no later than 8 days after delivery. Otherwise, the Buyer forfeits the right to claim defects against the Seller. In the event of late payment, interest is charged, currently 2% per month.

7.7 In the event of any defects claimed by the Buyer against the Seller, the delivered goods must, at the Seller's request, be returned to the Seller for the purpose of rectification/redelivery. Dismantling, loading, transport and assembly shall be carried out by the Buyer at its own expense and risk.

8. Delay

8.1 If, instead of a specific delivery date, the parties have specified a period of time within which delivery is to take place, this period of time shall be deemed to have commenced as soon as the Contract has been concluded and all agreed preconditions incumbent on the Buyer have been fulfilled, such as official formalities, payments to be made on conclusion of the Contract and securities.

8.2 Delivery up to 30 working days after the delivery time stated by the Seller is always considered to be on time.

8.3 If delay in delivery is due to any circumstance mentioned in clause 13 or due to the Buyer's act or omission, including interruption of the fulfilment of the agreement, or due to any other circumstance attributable to the Buyer, the Seller shall be entitled to extend the delivery time to the extent reasonable under all circumstances. This applies regardless of whether the cause of the delay occurs before or after the agreed time of delivery.

8.4 General scarcity of goods and massive disruptions in the global supply chain will be considered force majeure, and therefore delays resulting from these will be considered 'ordinary scarcity of goods'. Reference is also made to clause 13 in these Sales and Delivery Terms on force majeure.

8.5 If the Goods are not delivered on time, the Buyer shall be entitled to liquidated damages from the day on which delivery should have taken place. The liquidated damages shall amount to 0.25 % of the agreed net purchase price for each commenced week of delay. The liquidated damages shall not exceed 4 % of the agreed net purchase price. If only part of the Goods are delayed, the liquidated damages shall be calculated on the part of the agreed purchase price that covers the part of the Goods that, due to the delay, cannot be put into use as agreed by the parties. The liquidated damages shall become due for payment on written demand by the Buyer, however, at the earliest when complete delivery has taken place or the Contract is cancelled in accordance with Clause 8.6. The Buyer shall forfeit his right to liquidated damages if he has not made a written demand within six months after the time when delivery should have taken place.

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| 8.6 | <p>If the delay is such that the Buyer is entitled to maximum liquidated damages under Clause 8.5 and the Goods are still not delivered, the Buyer shall be entitled to demand in writing delivery within a final reasonable time, which shall not be less than one week. If the Seller fails to deliver within such final period, and this is not due to any circumstance for which the Buyer is responsible, the Buyer may by notice in writing to the Seller terminate the Contract in respect of that part of the Goods which, due to the Seller's failure to deliver, cannot be put into use as intended by the parties. If the Buyer cancels the Contract, he shall be entitled to compensation for loss suffered by him due to the Seller's delay, including loss for consequential and indirect loss. The total compensation - including the liquidated damages payable under Clause 8.5 - shall not exceed 10 % of the part of the agreed purchase price covering the part of the Goods for which the Contract is cancelled.</p> | 10.2 | <p>The Seller's liability shall not extend to defects caused by material provided by the Buyer or by constructions prescribed or specified by the Buyer.</p> |
| | | 10.3 | <p>The Seller's liability shall only cover defects that arise under the working conditions provided for in the Contract and under proper use of the Goods.</p> |
| | | 10.4 | <p>The Seller's liability does not include defects due to causes arising after the risk has passed to the Buyer, e.g. defects due to inadequate maintenance, incorrect installation or faulty repair by the Buyer or changes made without the Seller's written consent. Furthermore, the Seller shall not be liable for normal wear and tear and deterioration.</p> |
| | | 10.5 | <p>Unless the Seller has declared otherwise in writing to the Buyer, the Seller's liability is limited to defects that appear within a period of one year from delivery. If the use of the Goods is more intensive than agreed, this period shall be shortened proportionately.</p> |
| 8.7 | <p>Liquidated damages under Clause 8.5 and cancellation of the Contract with limited damages under Clause 8.6 are the only remedies available to the Buyer as a result of the Seller's delay. Any other claim against the Seller on account of such delay is excluded unless the Seller has been guilty of gross negligence or willful misconduct.</p> | 10.6 | <p>When a defect in any part of the Goods has been remedied, the Seller shall be liable for defects in the repaired or replaced part under the same conditions as apply to the original Goods for a period of one year. For the other parts of the Goods, the period referred to in clause 10.5 shall be extended only for the period and to the extent that the Goods have been unusable as a result of the defect.</p> |
| 9. | Returns | | |
| 9.1 | <p>The Seller will only accept the return of Goods after prior written agreement and against payment of a 30% fee. Specially manufactured/procured Goods shall not be returned.</p> | 10.7 | <p>The Buyer shall without undue delay notify the Seller in writing of any defects which become apparent. Such notice shall in no circumstances be given later than two weeks after the expiry of the period referred to in Clause 10.5 or the extended period referred to in Clause 10.6 where applicable. The notice shall contain a description of the defect. If the Buyer fails to give the Seller written notice of a defect within the time limits specified in the first paragraph of</p> |
| 10. | Faults and defects | | |
| 10.1 | <p>The Seller shall, in accordance with clauses 10.2-10.16, remedy all defects which are due to defects in design, material or manufacture.</p> | | |

- this Clause, the Buyer shall forfeit the right to rely on the defect at a later date.
- 10.8 If the defect is such that it may cause damage, the Buyer shall immediately notify the Seller in writing. The Buyer shall bear the risk of damage to the Goods resulting from failure to give such notice. The Buyer shall take reasonable measures to minimize damage and shall in this respect follow the Seller's instructions. After having received notice under Clause 10.7, the Supplier shall, at his own expense, remedy the defect without undue delay in accordance with the rules in Clauses 10.1-10.16. The remedial work must be carried out at times that do not cause undue disruption to the Buyer's business. Repairs shall be carried out at the place where the Goods are located, unless the Seller considers it more appropriate that the Goods are sent to him or to a destination designated by him. If the defect can be remedied by replacement or repair of a defective part and if disassembly and assembly of the part does not require specialized knowledge, the Seller may require that the defective part be sent to the Seller or to a destination designated by the Seller. In such a case the Seller's obligation regarding the defect shall be fulfilled when he has delivered a duly repaired or replaced part to the Buyer.
- 10.9 The Buyer shall at its own expense ensure free access to the Goods and carry out any intervention in equipment other than the Goods that is necessary to remedy the defect.
- 10.10 Unless otherwise agreed, necessary transport of the Goods or parts thereof to and from the Seller in connection with remedying defects for which the Seller is responsible shall be at the Seller's expense and risk. The Buyer shall follow the Seller's instructions regarding such transport.
- 10.11 Unless otherwise agreed, the Buyer shall bear all additional costs incurred by the Seller in connection with remedying the defect and which are due to the Goods being at a place other than the place of destination indicated at the time of conclusion of the Contract for the Seller's delivery to the Buyer or, if no place of destination was indicated, the place of delivery.
- 10.12 Defective parts which have been replaced shall be placed at the Seller's disposal and become his property.
- 10.13 If the Buyer has given such notice as mentioned in Clause 10.7 and it turns out that there is no defect for which the Seller is responsible, the Seller shall be entitled to compensation for the costs incurred by the notice.
- 10.14 If the Seller fails to fulfil his obligations under Clause 10.8, the Buyer may in writing fix a final reasonable time limit for fulfilment of the Seller's obligations, which shall not be less than one week. If the Seller fails to fulfil his obligations before expiry of the time limit, the Buyer shall be entitled to carry out the necessary repairs himself or have them carried out by a third party engaged by him at the Seller's risk and expense. In the event of successful repair work carried out by the Buyer or by a third party, the Seller's reimbursement of reasonable costs incurred by the Buyer shall constitute full fulfilment of the Seller's obligations arising from the defect.
- 10.15 If the repair of the Goods in accordance with Clause 10.14 is unsuccessful, a) the Buyer shall be entitled to a proportionate reduction provided that the reduction shall in no circumstances exceed 15 per cent of the purchase price, or b) if the defect is so substantial that it significantly limits the Buyer's benefit from the Contract in respect of the Goods or a substantial part thereof, the Buyer may by notice in writing to the Seller terminate the Contract in respect of that part of the Goods which, as a result of the defect, cannot be used in the manner intended by the parties. In such

	case the Buyer shall be entitled to compensation for the loss, costs and damages suffered by him; however, not more than 15 per cent of the part of the purchase price that covers the part of the Goods covered by the cancellation.	12.5	If a third party makes a claim for compensation for product liability against the Buyer, the Seller must be informed immediately. Both the Seller and the Buyer are mutually obliged to allow themselves to be sued at the court that handles claims for damages made by a third party against either the Buyer or the Seller for product liability. However, the mutual relationship between the Buyer and the Seller shall always be settled in accordance with clause 16.
10.16	The Seller shall not be liable for defects beyond what is prescribed in clauses 10.1-10.15. This applies to any loss caused by the defect, including operating loss, loss of profit and other indirect loss. This limitation of the Seller's liability shall not apply if the Seller is guilty of gross negligence or willful misconduct.	12.6	To the extent that the Seller may be subject to product liability towards a third party, the Buyer is obliged to indemnify the Seller to the same extent as the Seller's liability is limited under these Conditions. These limitations of the Seller's liability shall not apply if the Seller's product liability is attributable to gross negligence or willful misconduct.
11.	Limitation of liability	13.	Force majeure
11.1	Unless otherwise stated in the Contract or the Conditions, the Seller shall in no event be liable for operating loss, loss of profit, loss of utility value, loss of business opportunities, loss of savings or indirect or consequential loss.	13.1	The Seller is released from its obligation to deliver the Goods and is exempt from liability for damages if and to the extent that the Seller has been prevented from fulfilling its obligations as a result of circumstances beyond the Seller's control and which could not be foreseen at the time of the conclusion of the Contract ("Force Majeure"). Force Majeure includes, but is not limited to, war, acts of war, civil war, insurrection, terrorism and vandalism, epidemics, pandemics, local and regional outbreaks of disease, government restrictions, import and export bans, general shortages of goods, widespread or local labour disputes, power failures, computer viruses, natural disasters and unusual weather conditions, including severe storms, rain, snow, etc, on-site interruptions of any kind which have a disruptive effect on the Goods, fire, shortage of materials and energy supply, strikes or legal lockouts, failure or delay in deliveries by Seller's subcontractors or similar events beyond Seller's
12.	Product responsibility		
12.1	The Seller's product liability is subject to Danish law with the modifications stated in sections 12.2-12.6.		
12.2	The Seller is not liable for damage to property caused by the Goods after delivery and while in the possession of the Buyer. Nor is the Seller liable for damage to products manufactured by the Buyer or to products in which the Buyer's products are incorporated.		
12.3	The Seller is under no circumstances liable for operating loss, loss of profit, loss of utility value, loss of business opportunities, lost savings or indirect or consequential loss in connection with product liability.		
12.4	The Seller's product liability can never exceed the Seller's insurance cover for the specific damage under the Seller's product liability insurance.		

control which are caused by Force Majeure, as that term is defined in this clause.

- 13.2 If a Force Majeure event continues without interruption for three months or more, or it is evident that it will do so, either party shall be entitled to terminate the Contract by written notice to the other party, without any liability for the terminating party.

14. Data protection

- 14.1 The Seller and the Seller's subcontractors are entitled to process and thus store personal data concerning the Buyer's contact persons, including name and contact details. The Seller's purpose of processing this data is to be able to fulfil the Seller's obligations to the Buyer, e.g. in relation to the administration of customer relations and payment transactions.
- 14.2 The Seller will use adequate contractual and technical measures to ensure the protection of personal data. The Seller will retain personal data for the duration of the business relationship with the Buyer.
- 14.3 The General Data Protection Regulation entails a number of rights in relation to the Seller's processing of personal data. Further information can be found on the Seller's website, www.trox.dk, or by contacting the Seller at trox-dk@troxgroup.com.

15. General provisions

- 15.1 The Buyer is not entitled to assign the Buyer's contractual rights under the Contract to a third party without the Seller's written consent.
- 15.2 If one or more provisions of the Contract are unenforceable because they are contrary to mandatory legislation or for any other reason are deemed not to be recognized, this does not affect the validity of the other provisions of the Contract.

16. Choice of law, dispute resolution

- 16.1 Any dispute arising out of or in connection with the Conditions, the parties' Contract or otherwise between the Seller and the Buyer, including disputes concerning the existence and validity of the Contract and other disputes between the parties that cannot be resolved amicably, shall be settled in accordance with Danish law and either by arbitration or the ordinary courts (the court in Kolding) at the Seller's choice. In cases where the Seller chooses that a dispute is to be settled by arbitration, this shall be done by the Danish Institute of Arbitration in accordance with the rules adopted by the Danish Institute of Arbitration in this respect, which are applicable at the commencement of the arbitration proceedings, provided, however, that the arbitration tribunal shall, at the Seller's choice, consist of one or three members, all of whom shall be appointed by the Danish Institute of Arbitration. If the arbitral tribunal thus consists of three members, the chairman shall fulfil the requirements for being a lawyer, whereas the other two members shall be professionally qualified in relation to the subject matter of the dispute.