

LS CONTROL A/S – Terms and Conditions of Sale

1. Terms and Conditions of Sale

- 1.1. These terms and conditions (“**Conditions**”) apply to all purchases of products and spare parts for products (**jointly, the “Products**”) made by any buyer (“**Buyer**”) from LS Control A/S, CVR No. 15288205 (“**Seller**”).
- 1.2. Other terms, trade customs and the like, including any terms of the Buyer, shall not apply, regardless of whether the Buyer has referred to such terms in purchase orders, emails, letters, on a website, etc., unless such terms have been agreed in writing and expressly accepted by the Seller. The parties’ respective rights under these Conditions constitute the parties’ rights in full.
- 1.3. The Products and other services specified in an Agreement constitute the complete description of the products and services to be delivered by the Seller under the Agreement, and the price stated in the Agreement only covers such Products and services. The Seller may, subject to separate agreement with the Buyer, provide other and additional services, including for example in relation to packaging, transport, completion of forms and other documents (e.g. related to ESG and PIM), presentation of documentation and other information, etc. Examples of such services appear on the Seller’s website.

2. Services other than Products

- 2.1. If an Agreement in whole or in part comprises any service other than Products (“**Service**”), the Seller may structure, prioritize and perform the Service in such manner as the Seller finds relevant and appropriate, including by using such resources and materials as the Seller prefer.
- 2.2. If the Buyer discovers, or ought to have discovered, that a Service has not been performed in accordance with clause 2.1, the Buyer must promptly give written notice thereof to the Seller, failing which the Buyer forfeits the right to rely on such defect.
- 2.3. If the Buyer has wrongly alleged a defect in a Service, the Buyer shall pay a fee for the Seller’s handling of the alleged defect in accordance with the Fee Schedule, as well as the Seller’s hourly rate and material costs associated with the unjustified complaint.
- 2.4. If it has been established that a Service has not been performed in accordance with clause 2.1 and
 - (i) this is not due to circumstances attributable to the Buyer;
 - (ii) and the Buyer has notified the Seller thereof in accordance with clause 2.2 no later than 14 days after the Service was performed,the Seller shall remedy the defect within a reasonable time.

3. Offers and Orders

- 3.1. Offers from the Seller are non-binding and shall be regarded solely as an invitation to submit an order. An offer is valid for 30 days, after which it lapses automatically if not accepted within that period.
- 3.2. Orders from the Buyer are irrevocable until an Agreement has been concluded, or the Seller has rejected the order. The Buyer’s order must state:
 - (i) the Products ordered, including item numbers;
 - (ii) the item description;
 - (iii) the quantity of each Product;
 - (iv) the agreed price;
 - (v) the agreed payment terms;
 - (vi) The agreed delivery date(s);
 - (vii) any reference to the Buyer’s own order number;
 - (viii) the agreed delivery address; and
 - (ix) the agreed delivery terms.
- 3.3. An agreement (“**Agreement**”) is concluded when the Seller has accepted the Buyer’s order in writing by way of an order confirmation. Agreements comprise the Seller’s offer, order confirmation and the Conditions. Agreements may not be amended without the written acceptance of both the Seller and the Buyer.
- 3.4. What applies to the conclusion of Agreements under the Conditions also applies to orders placed under an order under which the Buyer has undertaken to purchase a given quantity of Products by one or more orders (“**Call-off Order**”). If the agreed quantity under a Call-off Order has not been ordered within 18 months after conclusion of the Call-off Order, the Seller may invoice and deliver the remaining quantity. Call-offs under a Call-off Order must be ordered at least 4 months before the desired delivery date.
- 3.5. In Agreements where the total quantity of Products is to be delivered on two or more delivery dates within 12 months after placement of the order (“**Framework Order**”), the Buyer may postpone a delivery date if the postponement is notified to the Seller in writing no later than 3 months before the delivery date. If the agreed quantity under a Framework Order has not been delivered within 18 months after the first original delivery date under the Framework Order, and this is due to the Buyer’s postponement of a delivery date pursuant to this clause 3.5, the Seller may invoice and deliver the remaining quantity.
- 3.6. If the Seller’s order confirmation deviates from the Buyer’s order, the Buyer shall, within 2 days after the Seller has issued its order confirmation, notify the Seller thereof in writing. If the Buyer fails to give such notice, the order confirmation shall be deemed to have been accepted by the Buyer, including the deviations from the Conditions.

4. Prices and Terms of Payment

- 4.1. All prices under an Agreement are exclusive of freight, handling costs, customs duties, VAT and other taxes and duties.
- 4.2. Exchange rate fluctuations and increases in, respectively, material prices, prices for auxiliary materials and raw materials, salaries, fees, social costs, costs imposed by public authorities, duties and taxes, transport costs, import or export duties or insurance premiums arising between the time the Agreement is concluded and the time the Products are delivered entitle the Seller to adjust the price accordingly.
- 4.3. In addition to the prices for the Products, the Seller may add fees in accordance with a fee schedule available on the Seller's website ("**Fee Schedule**"). Fees under the Fee Schedule are either added to the invoice for the Products or invoiced separately.
- 4.4. An invoice falls due for payment 8 days after the invoice date. Payment shall be made in the currency stated on the invoice.
- 4.5. The Buyer may not withhold any part of an invoiced amount or set off any counterclaim.
- 4.6. If the Buyer does not pay an invoice in accordance with clause 4.4, the Seller may:
 - (i) charge interest in accordance with applicable law and a reminder fee in accordance with the Fee Schedule;
 - (ii) and postpone the delivery date or terminate the Agreement.
- 4.7. Irrespective of whether the Seller terminates or maintains the Agreement pursuant to clause 4.6, the Seller may claim compensation from the Buyer for direct and indirect losses and costs resulting from late payment of the Products. In addition, the Seller may claim default interest in accordance with section 5 of the Danish Interest Act on the outstanding balance from the due date.

5. Buyer's Risk Relating to the Use of the Products

- 5.1. It is the Buyer's risk whether the Products are suitable for the Buyer's needs and use, including whether the Products can be used together with the Buyer's own and other products and systems. The Seller does not warrant this.

6. Spare Parts and Services Associated with Products

- 6.1. In cases where a Product is a spare part for a Product, the spare part must be new or refurbished to the same standard and comply with Danish legislation upon delivery. The Seller may supply spare parts for a Product for at least 24 and no more than 120 months after the Product has been delivered, or, alternatively, supply another equivalent spare part at the Seller's discretion.
- 6.2. Clause 6.1 does not apply to Products for which it is stated on the Seller's website or in connection with the conclusion of the Agreement that the Product will be discontinued. In such cases, the Seller does not supply spare parts or other equivalent spare part.
- 6.3. Clause 6.1 does not apply to Products that the Seller has designated as "OEM Products", where the Seller's obligation to supply spare parts for such Products is governed by a separate agreement between the Buyer and the Seller.

7. Retention of Title

- 7.1. The Seller retains title to the Products until the Buyer has paid all amounts relating to the Products under the Agreement, including any interest and costs, together with accrued fees in accordance with the Fee Schedule.
- 7.2. In the event that the Products are repossessed, the Buyer shall compensate the Seller for any losses and costs incurred by the Seller.

8. Cancellation and Returns

- 8.1. The Buyer may not return Products that have already been ordered or delivered, or that have been purchased or specially manufactured for the Buyer, unless this has been expressly agreed in writing with the Seller. For Products that are returned by agreement pursuant to this clause 8.1, the Product will only be accepted as returned if it is returned at the Buyer's expense and risk, is undamaged, and is in unbroken original packaging. For such Products, the following further applies:
 - (i) that Products returned later than 3 months after the delivery date will not be credited;
 - (ii) that for Products returned within 8 days after the delivery date, 5% of the price is deducted, however subject to a minimum fee in accordance with the Fee Schedule;
 - (iii) that for Products returned later than 8 days but within 3 months after the delivery date, 20% of the price is deducted, however subject to a minimum fee in accordance with the Fee Schedule;
 - (iv) that for Products returned within 3 months after the delivery date but without a return number or invoice number, 35% of the price is deducted, however subject to a minimum fee in accordance with the Fee Schedule.
 - (v) For each Product, only one (the highest possible) deduction from the price may be made under this clause 8.1.

9. Delivery and Transfer of Risk

- 9.1. Delivery and transfer of risk take place Ex Works from the Seller's address (Incoterms 2020). The Seller may deliver before the agreed delivery date.

10. Delivery Date

- 10.1. If delivery is delayed, the Seller may, by giving written notice to the Buyer, postpone the agreed delivery date to a new delivery date that is reasonable in the circumstances.

- 10.2.** If the Seller exceeds the delivery date by more than 14 days due to circumstances attributable to the Seller (excluding force majeure, see clause 14), the Buyer may terminate the Agreement in writing in respect of the part of the delivery that has not been delivered within that time limit.
- 10.3.** If delivery cannot be carried out due to circumstances on the part of the Buyer:
- (i) the Products shall remain at the Buyer's risk and expense,
 - (ii) the Seller may in this connection charge storage rent and expenses incurred by the Seller as a result of the Products not being capable of being delivered, and;
 - (iii) the Seller may invoice the Products.

11. Buyer's Duty to Inspect and Give Notice of Defects

- 11.1.** The Buyer shall immediately inspect the Products upon delivery.
- 11.2.** If, at the time of delivery or later, the Buyer discovers, or ought to have discovered, that the Products suffer from a defect or have not been delivered in the correct quantity, the Buyer shall immediately, and no later than 5 days thereafter, give written notice of the defect to the Seller. If the Buyer does not give such notice in due time, the Buyer's right to invoke the defect shall lapse. In its notice, the Buyer shall specify the nature of the defect. In any event, the Buyer's right to give notice of defects shall lapse 12 months after the date of delivery in accordance with clause 12.2.
- 11.3.** If the Buyer chooses itself to carry out or arrange for the repair of a defect without the Seller's prior written consent, the Seller shall not cover the costs associated therewith.
- 11.4.** If the Seller establishes that a Product in respect of which the Buyer has complained is free from defects, the Buyer shall pay the costs incurred by the Seller as a result of the Buyer's unjustified complaint.

12. Defects

- 12.1.** The Seller is liable for material defects in design, materials or workmanship, but only if:
- (i) the Products have not been used more intensively or in any other manner than agreed or than is customary for the type of Products in question;
 - (ii) the Products have not been modified, and no other interventions have been made in the Products;
 - (iii) the Products have been handled, stored, maintained and used in a manner customary for the type of Products in question and in accordance with the Seller's instructions; and
 - (iv) the defect is not due to circumstances for which the Seller is otherwise not liable.
- (v) The Seller is moreover not liable for wear parts (e.g. buttons and similar operating parts), electrolytic capacitors and batteries.

In the event of defects for which the Seller is liable, the Buyer shall, at its own expense, send the defective Products to the Seller, after which the Seller shall, at its own option and expense:

- a. replace or repair the defective Products; or
- b. return the defective Product to the Buyer together with spare parts for the Buyer's own replacement or repair.

The Seller may carry out several remedies or replacements.

- 12.2.** The Seller's liability is limited to defects invoked in accordance with clause 11.2 and no later than 12 months after the date of delivery. The Seller is liable for 12 months for defects in those parts of the Products which the Seller has repaired or replaced with new Products in accordance with clause 12.1. The Buyer has no right to claim for defects other than as set out in this clause 12.2.
- 12.3.** If the Seller does not fulfil its obligations under clause 12.1 within a reasonable time, the Buyer may, by written notice, require the Seller to do so within 60 days from the Buyer's notice. If the Seller does not fulfil its obligations before the expiry of this time limit, the Buyer may:
- (i) demand a proportional reduction of the purchase price under the Agreement; or
 - (ii) terminate the Agreement in writing.

In the event of termination, the Buyer is entitled to have its loss compensated. However, the total compensation cannot exceed an amount corresponding to the purchase price under the Agreement. The Buyer may only terminate the Agreement in respect of that part of the total delivery which suffers from a defect.

- 12.4.** If the Buyer has wrongfully alleged a defect, the Buyer shall pay a fee for the Seller's handling of the alleged defect in accordance with the Fee Schedule as well as the Seller's hourly rate and material costs associated with the unjustified complaint.

13. Product Liability

- 13.1.** The Seller is only liable for personal injury or damage to property in accordance with applicable law, and only up to DKK 2,000,000 per loss event and per year, provided that the Seller's liability can validly be limited.
- 13.2.** The Seller is not liable for damage arising from the use of the Products for any purpose other than that set out in the Agreement, or from any use taking place outside the EU.
- 13.3.** If the Seller incurs product liability towards a third party, the Buyer shall indemnify and hold the Seller harmless to the same extent as the Seller's liability is limited and disclaimed vis-à-vis the Buyer pursuant to clauses 13.1 and 13.2.

13.4. If a third party brings a claim against either of the parties as a result of damage caused by the Products, the party against whom the claim is brought shall immediately notify the other party thereof. If such notice is not given, that party forfeits any claim against the other party in relation to the third-party claim.

14. Force Majeure

14.1. Any circumstance beyond a party's control, such as fire, natural disaster, war, epidemics, riots, mobilization, military build-up of a similar scale, requisition, seizure, confiscation, currency restrictions, uprising and civil commotion, strikes, export and import bans, quarantine restrictions, lockouts, blockades, general shortage of goods, restrictions in the use of power, and defects in or delays in deliveries from sub-suppliers, cyber-attacks, lack of means of transport, etc., shall be considered a ground for exemption from liability ("**force majeure**") for the party concerned for as long as the relevant circumstance exists, provided that the circumstance prevents performance of the Agreement or makes performance of the Agreement unreasonably burdensome.

14.2. A party wishing to invoke a force majeure event as described in clause 14.1 shall, without undue delay, notify the other party in writing of the commencement and cessation of the event. If, due to a force majeure event as referred to in clause 14.1, the Buyer does not perform its obligations, the Buyer shall reimburse the Seller for the costs incurred by the Seller in connection with the safeguarding and protection of the Products.

14.3. Notwithstanding the other provisions of the Conditions, each party may terminate the Agreement by written notice to the other party if performance of the Agreement has been, or is expected to be, prevented for more than 3 consecutive months as a result of a ground for exemption from liability as described in clause 14.1.

15. Liability and Limitations of Liability

15.1. The Seller is liable for the Buyer's losses and costs resulting from the Seller's negligence or breach of an Agreement. However, the Seller is not liable for the Buyer's consequential loss, loss of profit, loss of earnings, loss of production, loss of goodwill, contractual penalties or other agreed penalties payable to third parties, or indirect loss.

15.2. Subject to clause 15.1, the Seller's liability under an Agreement is limited to half of the amount paid by the Buyer under the Agreement. If this amount exceeds DKK 1,000,000, the Seller's liability shall in any event never exceed DKK 500,000.

15.3. The Buyer is liable for the Seller's losses and costs resulting from the Buyer's negligence or breach of an Agreement.

16. Confidentiality and Intellectual Property Rights

16.1. Drawings and other technical documents relating to the Products which one party provides to the other after conclusion of the Agreement in connection with its performance shall remain the property of the party that has provided the material.

16.2. No party may, without the other party's prior written consent, disclose to any third party any technical or business information or documents which the parties have designated as confidential at the time of conclusion of the Agreement or thereafter. However, this shall not apply where disclosure of such information or documents is necessary for that party's performance of its obligations under the Agreement, for the operation or maintenance of the Products, or where the information must be disclosed in order for a party to comply with applicable law or a specific court order or decision of a public authority.

16.3. Each party shall prevent confidential information and documents from being disclosed or otherwise becoming available to third parties, including employees, advisers and similar recipients, to any greater extent than permitted under clause 16.2.

16.4. The Buyer is not granted any licenses, patents, copyrights, trademarks or other intellectual property rights to the Products, except to the extent expressly agreed in a separate agreement between the Buyer and the Seller.

16.5. If a Product infringes third-party intellectual property rights, and this is not due to:

- (i) the Buyer's use of the Product in a manner which the Seller could not have foreseen; or
- (ii) the Seller's compliance with the Buyer's requirements and specifications,

the Seller shall, at its own expense, either:

- (i) procure for the Buyer the right to continue using the infringing Product;
- (ii) modify the infringing Product so that it no longer infringes;
- (iii) replace the infringing Product with a non-infringing product; or
- (iv) repurchase the infringing Product at the original net purchase price, less a deduction of 50% for each year since delivery.

The Buyer shall have no other rights arising out of a Product's infringement of third-party intellectual property rights.

17. Assignment of Rights and Obligations

17.1. The Seller may assign all rights and obligations under the Agreement to a third party. The Buyer may not assign its rights or obligations under the Agreement to any third party without the Seller's express written consent.

18. Termination and Suspension

18.1. In the event of the Buyer's material breach of the Agreement which the Buyer has not remedied within 10 days after the Seller's written notice requiring remedy, the Seller may immediately suspend its performance of the Agreement or terminate the Agreement. In the event of the Buyer's breach of clause 20, or if performance of the Agreement is wholly or partly prevented or materially impeded as a result of sanctions, embargoes or similar trade restrictions (whether or not foreseen), the Seller may with immediate effect suspend its performance of the Agreement or terminate the Agreement.

18.2. The Buyer is liable for the Seller's losses and costs caused by circumstances that have entitled the Seller to suspend performance of or terminate the Agreement under this clause 18.

19. Validity and Amendments

19.1. If any provision of the Agreement is wholly or partly invalid, this shall not affect the validity of the remaining provisions of the Agreement.

19.2. Any amendments to, or additions to, the Conditions are only valid to the extent they have been expressly agreed in writing between the Seller and the Buyer.

20. COMPLIANCE and Trade Restrictions

In relation to the sale, export, re-export or other transfer of Products and/or items in which the Products are incorporated, the Buyer shall:

- (i) comply with EU Regulation 2021/821 of 20 May 2021 (the Dual-Use Regulation);
- (ii) comply with export control and sanctions legislation of Denmark, the EU, the United Kingdom, the United States and the United Nations; and
- (iii) ensure that any necessary authorizations from the competent authorities are obtained.

20.2. The Buyer may not, whether directly or indirectly, sell, export, re-export, deliver, transfer or otherwise make Products available to Russia or Belarus or for use in Russia or Belarus. The Buyer shall use reasonable endeavors to ensure that this prohibition is not circumvented by any third party, including through an appropriate monitoring mechanism.

20.3. The prohibitions in clauses 20.1 and 20.2 also apply to intellectual property rights and know-how related to the Products.

21. Development Work

21.1. Apart from what follows from this clause 21, the Conditions do not apply to work which the Seller designates as development work ("**Development Work**"). Development Work must be agreed separately. Notwithstanding any such separate agreement, the following shall apply:

- (i) the commencement of a development project at the Buyer's request shall be deemed the Buyer's acceptance of the Seller's offer for the work;
- (ii) the principle in clause 4.2 also applies to Development Work, including where prices are adjusted as a result of changes to the specifications relating to the Development Work;
- (iii) if Development Work is stopped (permanently or temporarily) at the Buyer's request, the Buyer shall pay for the work performed together with an additional 25% of the price for the remaining work;
- (iv) if the Buyer places an order for a product that has been fully developed with the involvement of the Seller, the order shall be deemed the Buyer's irrevocable acceptance of the Development Work and of the product's functionality, including its software, physical and electrical characteristics, and compliance with the Buyer's specifications and other requirements (however, prototypes and products for test use at the Buyer are not regarded as fully developed products), and the Development Work shall thereafter be deemed completed.;
- (v) if the Buyer places an order for a product that has been fully developed with the involvement of the Seller, any work relating to subsequent requests for changes to the product or change requirements for the product shall require agreement on a new development assignment;
- (vi) unless otherwise agreed, Development Work is invoiced as follows:
 - (a) one third at the start of the Development Work;
 - (b) one third on delivery of a prototype; and
 - (c) one third on completion of the work;

- (vii) Development Work is carried out in accordance with the requirements specifications and standards applicable at the time when the Development Work is started;
- (viii) after completion of the Development Work, the Buyer bears the risk:
 - (a) that the product, including software, does not meet the Buyer's and any third party's requirements, and
 - (b) the risk of the product's infringement of intellectual property rights, and
- (ix) clause 16.5 does not apply to Development Work carried out at the Buyer's request.

22. Governing Law and Disputes

- 22.1.** The Agreement and any related matters are governed by Danish law. The Danish rules on private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG) do not apply.
- 22.2.** Any disputes which may arise in connection with the Agreement, including disputes concerning the existence or validity of the Agreement, shall be settled by arbitration before the Danish Institute of Arbitration in accordance with the rules adopted by the Institute. The arbitral tribunal shall consist of a sole arbitrator.