

Zampell A/S (CVR 67 72 43 13)

General Terms and Conditions of Sale and Delivery

1. Application

- 1.1 These terms and conditions of sale and delivery apply to the extent that they are not deviated from by written agreement. The buyer's purchasing conditions do not apply unless Zampell A/S (hereinafter referred to as Zampell) has accepted this in writing.
- 1.2 The terms and conditions of sale and delivery are sent to the buyer and apply to all orders executed after dispatch and can also be found on Zampell's website.
- 1.3 Zampell is entitled to change the terms and conditions of sale and delivery with immediate notice.

Project sales (new installations and service work carried out after quotation)

2. Basis of the Agreement

- 2.1 The quotation is subject to the "General conditions for building and construction works and supplies in the building and construction industry" (AB18) in their entirety, except for provisions that are specified as deviations in the tender documents or stated in the quotation in an appendix to AB18 for all the works and supplies covered by the tender, or otherwise equally clearly and explicitly state which points in AB18 are deviated from.

3. Professional advice

- 3.1 All intellectual property rights, drawings, sketches, technical specifications, etc., are the property of Zampell and may not be copied or transferred to third parties without Zampell's prior consent, which may be revoked. The delivered products may not be manufactured or handed over to third parties for this purpose.
- 3.2 All technical advice, e.g., quality choices, designs or quantity calculations, is given based on the knowledge we may have at the time and without liability for us beyond what is stated in the agreement, which is why the buyer should verify all information in this respect.

4. Quotations

- 4.1 Any quotations are made without reservation. Delivery time is subject to unsold.
- 4.2 Unless expressly stated otherwise, all prices are non-binding and are based on wages and costs and prices of materials, supplies and services applicable on the date of the quotation. Deviations from the basis of the quotation shall result in a corresponding increase or reduction of Zampell's remuneration.
- 4.3 Unless otherwise stated in the tender documents, the following is added to AB18 clause 39. Zampell may request an extension of the deadlines in case of a shortage of qualified

labour. Zampell shall have the same right in the event of failure of material deliveries for which Zampell cannot be held liable.

5. Delivery

- 5.1 Delivery shall be ex-works Zampell's business locations, cf. Incoterms 2020, unless otherwise expressly agreed.
- 5.2 Shipping is at the buyer's expense and risk.
- 5.3 Delivery up to seven days after the delivery time stated in the order confirmation is considered timely.
- 5.4 The buyer cannot refuse partial delivery.
- 5.5 Delivery dates are calculated from the date of the order confirmation and when we receive all necessary notifications and information regarding the fulfilment of the order. We are not liable for delays due to late deliveries, force majeure, changes to the order by the client or the client's failure to fulfil our stipulated conditions.

6. Complaints

- 6.1 Unless otherwise agreed, Zampell shall only be liable for defects for which a complaint has been made within six months. Our liability for any hidden defects ends five years after the work has been carried out or according to the warranty provisions stated in the contract documents. Complaints must always be in writing.

7. Liability

- 7.1 Zampell shall be liable for personal injury to the extent and no further than what follows from mandatory legal regulations.
- 7.2 Zampell is not liable for damage to real estate and personal property belonging to the buyer or third parties that occurs while the delivery is in the buyer's possession.
- 7.3 Zampell is not liable for damage to products manufactured by the buyer or to products in which the buyer's products are included or for damage to real estate or personal property caused by the buyer's products due to Zampell's delivery.
- 7.4 In no event shall Zampell be liable for consequential damages, liquidated damages, daily penalties, operating losses, loss of time, loss of profit or other indirect losses.
- 7.5 To the extent that Zampell may be subject to product liability towards third parties, the buyer must indemnify Zampell to the same extent that Zampell's liability is limited, as mentioned above.
- 7.6 In the event of defects with the materials delivered or work performed by Zampell, we assume no liability for operating loss, loss of profit or other indirect loss. However, Zampell only makes replacement deliveries during normal working hours or accepts the return of materials against a refund of the purchase price paid.
- 7.7 Zampell has taken out professional and product liability insurance. Terms and conditions are available upon request.

- 7.8 Unless otherwise stated, commissioning is regarded as a handover procedure for the commissioned goods, as well as regarding the transfer of risk, payment terms and the start of the warranty period.
- 7.9 Zampell's liability for damages can at no time exceed the payment that has occurred for the service provided.

8. Terms of payment

- 8.1 Payment must be made according to AB18 clause 36 unless otherwise stated in the quotation.
- 8.2 We reserve the right to require the client to provide security in the form of transport, bank guarantee, surety insurance or deposit.

Material sales

9. Pricing

- 9.1 Unless otherwise stated, prices are ex-stock according to Incoterms 2020. Incoterms 2020 includes standard packaging but excludes special packaging. Finally, prices are exclusive of VAT.
- 9.2 Submitted quotations are valid for three months, after which they expire.
- 9.3 The price is subject to change due to documented changes in material prices, prices from subcontractors, changes in public taxes, exchange rate changes, etc.
- 9.4 If such price changes occur, Zampell must inform the buyer without undue delay, and the buyer shall then have one week to decide whether they wish to accept the price increases that have subsequently occurred.
- 9.5 After acceptance, Zampell is entitled to adjust the price if there are documented changes in exchange rates, public taxes, customs duties, etc., that increase Zampell's costs.
- 9.6 If the delivery is changed or Zampell's costs are increased in any other way due to the buyer's circumstances, Zampell shall be entitled to adjust the agreed price accordingly.

10. Complaints

- 10.1 Complaints must be made no later than eight days after receipt of the invoice, but transport damage must be reported immediately to the carrier. In the event of approved complaints, we only undertake to carry out the replacement delivery or take back the material against reimbursement of the purchase price.
- 10.2 Thus, any costs, damages, losses, fines, claims for damages, etc., that our buyer may be exposed to or be held liable for are not reimbursed. A complaint must always be in writing.

11. Returns

- 11.1 Return of goods can only be made by a prior written agreement, and usually only within 21 days from the date of purchase and against a return fee. Customised products, such as pre-moulded elements, are not returnable. Goods can only be returned if they are sent

to our warehouse in an undamaged condition and unbroken packaging. Mortars and sealants with limited shelf life cannot be returned.

12. Delivery

12.1 To ensure the production of an ordered quantity of moulded bricks, we reserve the right to deliver up to 4% more for orders over 100 pieces, max. 4 extra pieces for orders of 20 - 100 pieces and max. 2 extra pieces for orders under 20 pieces. Moulds for pre-casting are Zampell's property and can be used freely by Zampell A/S.

13. Shipping

13.1 Any breakage along the way is at the buyer's expense. If desired, the goods can be insured for a premium refund. Otherwise, the rules of the Danish Sale of Goods Act apply to material deliveries.

14. Safety data sheets

14.1 The buyer must request safety data sheets for the goods we deliver.

15. Applicable law and venue

15.1 Any dispute between the parties shall be settled in accordance with Danish law and with Herning District Court as the venue.

Sønder Omme, July 2024