

# HOLGER CHRISTIANSEN A/S

## A Bosch Group Company

General Terms and Conditions of Delivery (Version: 20.12.2020)

### 1. General Provisions

- 1.1 Only the following Terms and Conditions Shall govern our deliveries. Terms and Conditions opposing or deviating from our Terms and Conditions shall not apply unless Holger Christiansen A/S Hedelundvej 11-13, 6705 Esbjerg, Denmark, CVR no.: 88 02 16 14 (in the following referred to as HC) has expressly approved the application thereof. The following conditions shall also apply if, notwithstanding our knowledge of terms and conditions of the customer opposing or deviating from our Terms and Conditions, HC unconditionally performs delivery to the customer.
- 1.2 Oral agreements before or at the time when the contract was concluded shall require written confirmation by HC to be effective.
- 1.3 If the customer fails to accept our quotation within two weeks of receipt thereof, HC shall be entitled to cancel.
- 1.4 Cost estimates are not binding and subject to charge except as otherwise expressly agreed.
- 1.5 Our previous Terms and Conditions are herewith replaced by these Terms and Conditions. These Terms and Conditions shall also govern all future deliveries to the customer.

### 2. Prices

- 2.1 Invoices shall be calculated on the basis of the list prices in effect on the date of delivery plus value-added tax. Value-added tax will not be charged only in those cases where the conditions have been met for export shipments to be exempted from such tax.
- 2.2 In the absence of any special agreements, prices shall be deemed to be "FCA Esbjerg" (Incoterms 2020) excluding packaging.
- 2.3 Products which have been repaired shall be shipped against a reasonable flat rate charge for shipping and packaging plus the charge for the service rendered by HC, except where this is covered by liability for defects.

### 3. Delivery, Delivery Dates, Default

- 3.1 The precondition for the commencement of and compliance with delivery dates agreed upon is that the collaboration duties shall have been performed by the customer, in particular the timely delivery of the entire materials, documentation, approvals, examinations and clearances to be provided by the customer and the compliance with payment terms agreed upon. If these preconditions are not duly met in good time, the delivery dates shall be reasonably extended; this shall not apply if the supplier is solely responsible for the delay.
- 3.2 If non-compliance with the delivery date is due to force majeure or to other disturbances beyond our control e.g. war, terrorist attacks, import or export restrictions, labour disputes, including such disturbances affecting subcontractors, the delivery dates agreed upon shall be extended appropriately.
- 3.3 If HC is in default with our delivery, the customer shall declare upon our request and within 8 working days whether it will rescind the contract on account of the delayed delivery and/or whether the customer is claiming damages instead of performance or whether it insists upon performance of delivery.
- 3.4 The customer shall only be rescind the contract within the limits imposed by law insofar as the supplier is responsible for the delay.
- 3.5 Part shipments and corresponding invoices are admissible unless this is an unreasonable hardship for the customer.
- 3.6 The product may be subject to export controls, and the delivery is therefore subject to the granting of the export authorization required.

### 4. Transfer of Risk

- 4.1 Delivery is effected FCA Esbjerg (Incoterms 2020) except as expressly otherwise agreed.
- 4.2 At the customer's request and cost HC shall insure shipments against customary transport risks.

### 5. Complaints and Notification of Defects

- 5.1 The customer must notify us in writing immediately, no later than 15 days after receipt of the goods, of any recognizable defects. Adhesive labels on the boxes, labels showing the contents and the control slips enclosed with the shipment shall be submitted to us together with the notification of the defect. Any other defects must be notified by the customer in writing immediately after discovery thereof. The date of receipt by us of notification of a defect shall determine whether or not notification is in good time.
- 5.2 If the notification of a defect is unjustified HC shall be entitled to demand compensation from the customer for any expenses HC has incurred.
- 5.3 Claims on account of defects shall be excluded if the notification of the defect is not received in good time.

### 6. Taking Delivery

- 6.1 The customer may not refuse to take delivery on account of minor defects.

### 7. Defects/Defects of Title

- 7.1 Claims on account of defects shall become time barred after a period of 12 months.
- 7.2 The time bar period for defects commences as follows:
  - a) on the date on which the product is put into use, i.e. of upon installation
  - b) in all other cases upon delivery of the product to ultimate buyer.

- 7.3 If a defect arises during the time bar period the cause of which already exist on the date of transfer of risk, HC may effect subsequent performance at our discretion either by remedying the defect or delivering a defect-free product.
- 7.4 The time bar does not start to run again as a result of the subsequent performance.
- 7.5 If subsequent performance should be abortive, the customer may – without prejudice to any claims to damages – rescind the contract or reduce the amount of payment.
- 7.6 Claims by the customer on account of expenditure required for the purpose of subsequent performance, in particular costs of transport, transportation, labour and materials, shall be excluded insofar as such expenditure is increased due to the fact that the product delivered was subsequently taken to a place other than the branch operation of the customer unless such removal is in accordance with the designated use of the product.
- 7.7 Claims on account of defects do not exist in case of merely inconsiderable deviation from the quality agreed upon or in case of only minor impairment to the use of the product.
- 7.8 The following are not deemed to be defects:

- a) ordinary wear and tear;
- b) characteristics of the product and damage caused after the date of transfer of risk due to improper handling, storage or erection, non-compliance with installation or handling regulations or to excessive strain or use;
- c) characteristics of the product or damage caused by force majeure, special external circumstances not foreseen under the terms of the contract or due to the use of the product beyond normal use or the use provided for under the terms of the contract;
- d) non-reproducible software errors.

Claims on account of defects do not exist if the product is modified by third parties or due to the installation of parts manufactured by third parties unless the defect has no causal connection with the modification. HC assumes no liability for the quality of the product based on the design or choice of material insofar as the customer stipulated the design or material.

- 7.9 Claims to recourse against us by the customer shall only exist insofar as the customer has not reached any agreements with its customer which are more far-reaching than statutory claims on account of defects, for instance accommodation agreements.
- 7.10 Clauses 7.3, 7.6, 7.7 shall not apply insofar as our product was proved to be sold by the customer or customer of the customer to a customer without being processed or installed into another product.
- 7.11 Our obligation to pay damages and to compensate for abortive expenditure within the meaning of Section 284 German civil code (BGB) on account of defects shall be governed by clause 10 in all other respects. Any further-reaching claims or claims by the customer on account of defects other than those covered by this clause 7 are excluded.
- 7.12 The provisions of this clause 7 shall apply mutatis mutandis to defects of title which are not constituted by the infringement of third party industrial property rights.

### 8. Industrial Property Rights and Copyright

- 8.1 HC shall not be liable for claims arising from an infringement of third party intellectual or industrial property rights or copyrights (hereinafter: industrial property rights) if the industrial property rights is or was owned by the customer or by an enterprise in which the customer holds, directly or indirectly, a majority of the shares or voting rights.
- 8.2 HC shall not be liable for claims arising from an infringement of third party industrial property rights unless at least one industrial property right from the property right family has been published either by the European Patent Office or in the one of the following countries: Federal Republic of Germany, France, Great Britain, Austria or the USA.
- 8.3 The customer must notify us immediately of (alleged) infringements of industrial property rights and of risks of infringement in this respect which become known and, at our request – insofar as possible – allow us to conduct the litigation (including non-judicial proceedings).
- 8.4 HC are entitled, at our discretion, to obtain a right of use for a product infringing an industrial property right, to modify it so that it by an equivalent substitute product which no longer infringes the industrial property rights. If this is not possible subject to reasonable conditions or within a reasonable period of time, the customer shall – insofar as the customer allowed us to carry out a modification – be entitled to the statutory rights of rescission. Subject to the aforementioned preconditions HC too shall have a right of rescission. The ruling set forth in clause 7.9 shall apply accordingly. HC reserves the right to carry out the action at our disposal under the terms of sentence one of the clause 8.4 even if the infringement of the industrial property rights has not been ruled on by a court of law with res judicata effect or recognized by us.
- 8.5 Claims by the customer are excluded insofar as the customer is responsible for the infringement of the industrial property right or if the customer has not supported us to a reasonable extent in the defense against claims by third parties.
- 8.6 Claims by the customer are also excluded if the products were manufactured in accordance with the specifications or instructions of the customer or if the

(alleged) infringement of the industrial property right ensues from the use in conjunction with another product not stemming from HC or if the products are used in a manner which HC was unable to foresee.

- 8.7 HC's obligation to pay damages in case of infringements of industrial property rights is governed by clause 9 in all other respects.
- 8.8 Clauses 7.1 and 7.2 apply mutatis mutandis to the time bar for claims based on infringements of industrial property rights.
- 8.9 Further-reaching claims or claims other than those claims of the customer governed by this clause 8 on account of an infringement of third party industrial property rights are excluded.

## 9. Claims to damages

9.1 HC is liable to pay damages and compensation of abortive expenditure within the meaning of Section 284 BGB (hereinafter referred to as damages) on account of a violation of contractual and non-contractual obligations only in case of

- a) intent or gross negligence,
- b) in case of negligent or deliberate fatal injury, physical injury or injury to health,
- c) on account of assuming a quality guarantee,
- d) in case of negligent or deliberate breach of material contractual duties,
- e) on account of any other compulsory liability pursuant to the German Product Liability Act or
- f) on account of any other compulsory statutory liability.

9.2 The damages for a breach of material contractual duties are, however, limited to foreseeable damage, typical for the type of contract, except in the event of intent or gross negligence or on account of a fatal injury to health or on account of assuming a quality guarantee.

9.3 No change to the burden of proof to the detriment of the customer is connected with the aforementioned rulings.

## 10. Retention of Title

- 10.1 HC retains title to the products delivered pending full performance of all claims to which HC is entitled on the basis of the business relationship now and in future.
- 10.2 The customer is entitled to process our products or connect them with other products within the due course of the customer's business. By way of security of HC's claims set forth in clause 10.1 above HC shall acquire joint ownership in the products created as a result of such processing or connection. The customer hereby transfers such joint ownership to HC now already. As an ancillary contractual obligation the customer shall store free of charge the goods to which HC has retained title. The amount of HC's joint ownership share shall be determined by the ratio between the value of HC's product and the value of the product created by processing or connection at the time of such processing or connection.
- 10.3 The customer shall be entitled to sell the products in the normal course of business against cash payment or subject to retention of title. The customer assigns to us now already all claims in full together with all ancillary rights to which the customer is entitled from further sale of our product, irrespective of whether our product has been further processed or not. The assigned claims act as security for HC's claims set forth in clause 10.1 above. The customer is entitled to collect the claims assigned. HC may revoke the rights of the customer as set forth in clause 10.3 if the customer fails to duly comply with its contractual duties with respect to HC, in particular if the customer is in default in payment. These rights shall also lapse without any express revocation if the customer suspends payments for more than a merely temporary period.
- 10.4 At HC's request the customer shall advise this immediately in writing of the parties to whom the products to which HC has retained title or joint title have been sold and of the claims to which the customer is entitled on the basis of such sale and shall issue to HC deeds officially authenticated at the customer's expense relating to assignment of the claims.
- 10.5 The customer is not entitled to effect any other disposals of the products to which HC has retained title or joint title or of the claims assigned to HC. The customer must notify HC immediately of any attachments of or other impairments to the rights of products or claims belonging to HC either in whole or in part. The customer shall bear the entire costs which have to be expended in order to cancel the attachments of HC's retained property or security by third parties and to recreate the product insofar as it is impossible to retrieve it from the third parties.
- 10.6 In case of default in payment or any other culpable violation of material contractual obligations by the customer HC has the right to demand the return of products to which HC has retained title or in which HC holds an equitable lien. If HC makes use of such a right, this shall only constitute rescission of the contract if HC expressly declares that the contract is being rescinded.
- 10.7 If the customer files a petition for insolvency proceedings to be commenced HC is entitled to rescind the contract and demand the immaterial return of the goods delivered.
- 10.8 If the value of the security existing for HC exceeds the amount of HC's claims by a total of over 10 %, HC shall release security to this extent at HC's discretion at the customer's request.

## 11. Confidentiality

11.1 All of the business and technical information stemming from HC (including characteristics which can be deduced from goods or software delivered and other knowledge or experience) shall be kept secret with the respect to third parties if and as long as such information is not proven to be public

knowledge or determined by HC to be resold by the customer and it may only be made available to those persons within the customer's own operation who necessarily have to be included in the use thereof and who are also committed to secrecy; the information shall remain our exclusive property.

Without HC's prior written consent such information may not be duplicated or commercially used. At HC's request all information stemming from HC (including, if applicable, any copies or duplicates prepared) and goods made available on loan must be returned to HC immediately in full or destroyed.

11.2 HC reserves all rights to the information mentioned in clause 11.1 above (including copyright and the rights to file applications for industrial property rights such as patents, utility models, semiconductor protection etc.).

## 12. Export Control Clause

- 12.1 Deliveries and services (contractual performance) shall be subject to the proviso that there are no obstacles to performance due to national or international export control regulations, in particular embargos or other sanctions. The customer undertakes to provide all information and documentation which is required for export and shipment. Delays due to export examinations or approval procedures render deadlines and delivery dates inapplicable. If necessary approvals are not granted or if the delivery and service are not capable of being approved, the contract shall be considered not concluded with respect to the parts affected.
- 12.2 HC has the right to terminate the contract without notice if such termination is necessary for HC in order to comply with national or international legal provisions.
- 12.3 In the event of termination pursuant to clause 12.2, the customer is excluded from raising a claim for any damage or other rights on account of the termination.
- 12.4 When passing on the products delivered by HC (hardware and/or software and/or technology and the respective documents, irrespective of the manner in which they are made available) and work and services performed by HC (including technical support of all kinds) to third parties in Denmark and abroad, the customer must comply with the respectively applicable provisions of national and international (re-) export control law.

## 13. Payment Terms

- 13.1 Payment term is according to the issued invoice, and payment shall be effected within due time without any deductions whatsoever. We may also, however, make delivery conditional upon contemporaneous payment (for instance cash on delivery or bank direct debiting service) or pre-pay.
- 13.2 HC is entitled to offset payments made against the oldest claim due.
- 13.3 In case of delayed payment HC is entitled to charge default interest amounting to 7 % above the base interest rate. The right to assert a claim on account of further damage is not excluded.
- 13.4 Payment by bill of exchange is only admissible following prior agreement with HC. HC only accepts bills of exchange and cheques on account of performance and they shall not be deemed to constitute payment until honoured.
- 13.5 If the customer is in arrears in payment HC shall be entitled to demand immediately cash payment of all claims arising from the business relationship which are due and against which there is no defence. This right shall not be barred by a deferral of payment or by the acceptance of bills of exchange or cheques.
- 13.6 The customer shall only have the right to withhold payments or to offset counter claims insofar as the customer's counter claims are undisputed or rules with res judicata effect by a court of law.
- 13.7 If one of the provisions of these Terms and Conditions and the further Terms and conditions of sale and delivery, Adyen: With payments using a credit card, bookings go through Adyen, our payment-service provider. Adyen debits the amount directly from the specified account or credit card. The payment process doesn't usually take more than three days, but in some cases it may take a little longer for certain payment methods. With payments by credit card, the invoice amount will be debited from the customer's credit card as soon as the customer has placed the order. The content of the order will only be sent if the correct payment has been verified and confirmed in Adyen's electronic payment and reservation system. The customer must ensure that there are sufficient funds in the specified account.

## 14. Miscellaneous

- 14.1 If one of the provisions of these Terms and Conditions and the further contracts reached should be or become ineffective, this shall not affect the validity of the remainder of the Terms and Conditions. The Contracting parties are obliged to replace the ineffective provision by a ruling approximating most closely the economic success intended by the ineffective provision.
- 14.2 All agreements, deliveries and other matters between the customer and HC shall be governed by Danish law. Conflict of law rules as well as the CISG (the United Nations Convention on Contracts for the International Sale of Goods) shall not apply.
- 14.3 Any dispute between the customer and HC shall to the greatest extent possible be solved amicably. If an amicable solution cannot be reached, then each of the parties is entitled to bring any dispute before the District Court of Esbjerg (Retten i Esbjerg) as the court of first instance. However, at our discretion HC shall be entitled to initiate court proceedings at any relevant court of law inside or outside of Denmark.