

General Terms and Conditions of Sale and Delivery

1. Introduction:

1.1. The following general terms and conditions of sale and delivery (the "GTCSD") apply to all contracts for the sale and supply of goods (the "Goods") between OMME Lift A/S, company reg. (CVR) no. 13 92 76 34 ("OMME") and a customer (the "Buyer"), regardless of any conflicting or additional terms and conditions set out in the Buyer's purchase order, general terms and conditions of procurement or any other communication for the Buyer. No such conflicting or additional terms and conditions will be deemed to be accepted by OMME unless expressly confirmed in writing by OMME.

1.2. These GTCSD are therefore an integral part of any order placed by the Buyer.

2. Offer and acceptance:

2.1. Any contract for the conclusion of an order on the basis of a written offer by OMME is subject to conforming written acceptance being received from the Buyer without undue delay unless otherwise stated in a written offer. Notwithstanding this, no order will be binding on OMME until OMME has submitted a written order confirmation.

2.2. OMME's offer is also subject to force majeure events, see clause 12 below for more information. If the terms of delivery are amended or changed or the Goods offered are sold out or have been sold to third parties before the offer is accepted by the Buyer, see clause 2.1, OMME's offer will automatically lapse.

3. Price:

3.1. All prices are exclusive of VAT and any other taxes, levies and duties, commodity surcharges or energy surcharges where applicable.

3.2. OMME reserves the right to change the price stated in the order confirmation in case of changes in exchange rates, customs tariffs, taxes, levies and duties or transport costs or in case of the occurrence of events or circumstances mentioned in clause 2.2. This also applies in case of ongoing supplies with respect to the portion of the Goods that has not yet been delivered at the time of any such adjustment.

4. Payment:

4.1. Unless otherwise agreed in writing, payment must be made against invoice within eight (8) days of the invoice date.

5. Retention of title:

5.1. Full title to and property in the Goods remain vested in OMME until the full purchase price with addition of interest, where applicable, has been received by OMME.

6. Delivery:

6.1. The terms of delivery are Ex Works (Incoterms@2020) unless otherwise expressly agreed in writing. Risk therefore passes to the Buyer at the time when the Goods are made available to the Buyer at OMME's address, Lægårdsvej 4, 7260 Sønder Omme, Denmark.

6.2. Any time(s) or date(s) stated for delivery are intended as estimates only. The time(s) or date(s) stated for delivery in the order confirmation are subject to any subcontractor's delay, force majeure events or other circumstances beyond the influence or control of OMME, including without limitation a lack of information from the Buyer.

6.3. Claims for damages and cancellation of orders arising on account of late delivery cannot be accepted.

7. Complaints:

7.1. Immediately upon receipt of the Goods and before the delivered Goods are taken into use, the Buyer undertakes to inspect and examine the Goods to ensure that the Goods are not defective or have not been damaged in transit and to complain to OMME or the freight carrier in case it appears that the Goods are defective or have been damaged in transit or in case of deviations from the specifications in the contract. If any Goods are taken into use, such Goods will be deemed to have been accepted by the Buyer.

7.2. If the Buyer finds that the Goods are defective, the Buyer must immediately, and within 14 days of the date of delivery, make a written complaint to OMME, stating the exact nature and extent of the defect.

7.3. In case of other defects, including but not limited to hidden defects which only appeared at a later date, the Buyer is required to complain immediately after the Buyer could or ought to have discovered the defect and not later than one year after the earlier of completion of delivery and the date of invoice.

7.4. After receiving a justified, written complaint from the Buyer, see clauses 7.2 and 7.3, OMME must without undue delay assist the Buyer in remedying the defect or, alternatively, remedy the defect itself, see clause 8, unless otherwise agreed in writing.

8. Defects and right to remedy:

8.1. If and to the extent that OMME discovers a defect in the Goods, OMME is entitled at its own discretion to make a replacement delivery, carry out repair work or credit the Buyer if the defective parts are returned to OMME. The Buyer cannot make any claims against OMME for any delay resulting from the replacement delivery or repair work.

8.2. In case of replacement deliveries, delivery will be subject to the same terms and conditions as those applying to the original Goods delivered.

8.3. Any replacement delivery and repair work will be provided at OMME's expense and risk unless otherwise agreed. Any transport expenses involved in moving the Goods to a suitable workshop designated by OMME are payable by the Buyer, not by OMME.

8.4. Notwithstanding the above, OMME has no obligation to remedy any defect in cases where the defect is due to the Goods not being used entirely in compliance with OMME's instructions and directions, or if the defect has resulted from incorrect or inappropriate use, lacking or inadequate maintenance, changes or technical intervention undertaken without OMME's written consent or normal wear and tear.

8.5. OMME's liability is limited to defects which appear within a period of one year from the date of delivery of the Goods. If the Goods are used more intensely than agreed or could be foreseen at the conclusion of the contract, this period will be reduced proportionally.

8.6. For any units repaired in accordance with clause 8.1, OMME assumes the same obligations as those applying to the original Goods for a period of one year, but in respect of the replaced component.

8.7. Save as stipulated in clause 8, OMME accepts no liability for defects. This applies to any loss caused by the defect, including but not limited to business interruption loss, loss of profits and any other consequential financial loss.

9. Repurchase and return:

9.1. Goods may be returned only by prior arrangement.

10. Product liability:

10.1. OMME is liable for any product liability claims under the Danish Products Liability Act and under the rules on product liability developed by case law. Notwithstanding this, OMME is not liable for products manufactured by the Buyer or products in which such products are incorporated. Furthermore, OMME is only liable for damage to immovable and movable property if it can be proved that the damage has been caused by actionable conduct committed by OMME or any other person for whom OMME is responsible.

10.2. OMME is not liable for any type of indirect loss, such as business interruption loss, loss of profits, liquidated damages, consequential loss, loss of earnings or any other similar consequential financial loss.

10.3. The Buyer agrees to indemnify OMME if and to the extent that OMME is found liable to a third party for any damage and/or any loss for which OMME is not liable under the provisions set out above. OMME's liability can in no circumstances exceed EUR 1,000,000 per claim.

10.4. The above-mentioned limitations of OMME's liability will not apply if OMME has acted grossly negligently.

10.5. If any third party claims for damages against one of the parties to the contract (i.e. OMME or the Buyer), the relevant party must immediately notify the other party thereof.

11. Limitation of liability:

11.1. OMME cannot be held liable for any defects which are due to circumstances occurring after the date of delivery.

11.2. OMME is not liable for any type of indirect loss, such as business interruption loss, loss of profits, liquidated damages, consequential loss, loss of earnings or any other similar consequential financial loss.

11.3. OMME cannot be held liable for any damage or defect that may result from the Buyer's careless, incorrect or inappropriate use or treatment of the Goods.

11.4. If OMME has given a warranty to the Buyer, the warranty cover does not include any faulty or improper installation or incorrect use in relation to the user manual provided for the product or OMME's instructions and directions. Any such warranty given by OMME will also cease to apply if any party other than OMME or a repairer designated by OMME changes, services or attempts to repair the Goods.

11.5. If the Buyer resells the Goods to a third party, any warranties given by OMME will also apply in relation to the third party. Notwithstanding the foregoing, no third party can make a claim against OMME in respect of which the Buyer (the third party's contracting party) is unable to obtain satisfaction from OMME, regardless of what the Buyer has promised to the third party in connection with the resale. OMME cannot therefore be bound beyond the provisions of these terms and conditions and any warranties given to the Buyer.

11.6. OMME's total liability for any claim arising out of the contract or in connection with the Goods, irrespective of whether the claim is based on contractual or non-contractual damages, indemnification, legislation or otherwise, is limited to an amount equal to the total amount which the Buyer has paid or is to pay in respect of the relevant Goods. OMME's liability can in no circumstances exceed DKK 2,000,000 per delivery.

12. Force majeure:

12.1. OMME will in all circumstances not be held liable for any non-performance or delay in the performance of the contract where the delay or non-performance is caused by external events beyond the control of OMME which OMME neither ought to nor could have foreseen at the time of entering into the contract, including but not limited to war, riots, acts of terrorism, insurrection, strikes, lockouts, shortage of labour, unusual price increases and changed terms of delivery from OMME's business partners, government intervention or intervention by public authorities, fire, natural disasters and natural conditions preventing the performance of the contract, poor weather conditions, currency restrictions, import or export restrictions, disruption of general communications, disruption or failure of energy and water supply, public data systems and communication systems, long-term illness of key employees, virus (including variants of COVID-19 or similar pandemic diseases), cyber terrorism, hacker attacks or the occurrence of any other event which OMME could not control, avoid or expect (force majeure).

12.2. Matters pertaining to OMME's subcontractors and/or business partners which imply that OMME is unable to fulfil its obligations to the Buyer and which cannot be overcome without imposing disproportionately high costs on OMME are also considered force majeure events.

12.3. Notwithstanding any other provisions of these general terms and conditions of delivery, both OMME and the Buyer are entitled to terminate the contract with immediate effect by notice in writing to the other party if performance of the contract is delayed by more than 12 months by reason of any of the events set out in clause 12.1.

13. Dispute resolution:

13.1. The contract is governed by and will be construed in accordance with Danish law, except for (a) rules which would result in the application of the laws of a jurisdiction other than Denmark and (b) the United Nations Convention on Contracts for the International Sale of Goods (CISG).

13.2. Any dispute and any claim arising out of or in connection with the Goods must be resolved by arbitration before the Danish Institute of Arbitration according to the relevant rules of the Institute of Arbitration. If OMME is the plaintiff, however, OMME will also be entitled to institute proceedings against the Buyer before the court having jurisdiction over the Buyer's place of business.

13.3. The arbitration tribunal is to consist of (one arbitrator / three arbitrators).

1 October 2023