

**General sales and delivery terms for customised products for  
DC-SUPPLY A/S, [Danish CBR No. 70895315](#) ("DC-SUPPLY") dated 3 May 2022**

- 1. Application.** These sales and delivery terms (the "Sales and Delivery Terms") apply to any delivery from DC-SUPPLY and are binding for all deliveries between DC-SUPPLY and the buyer ("Buyer"). Buyer's purchase conditions are non-binding for DC-SUPPLY. Any deviation from the Sales and Delivery Terms will only be binding for DC-SUPPLY, provided such deviations have been explicitly accepted by DC-SUPPLY in writing.
- 2. Conclusion.** DC-SUPPLY will only become obligated in respect to any statements made (regardless how such statements have been referred to) upon the submission of an order confirmation from DC-SUPPLY to Buyer. Until any order confirmation comes to the notice of Buyer, DC-SUPPLY is entitled to withdraw any statement made by DC-SUPPLY. Buyer's product specifications, requirements to product construction, execution, design, etc. are only binding for DC-SUPPLY, provided such specifications, requirements, etc. have been accepted by DC-SUPPLY in writing. Design material prepared by DC-SUPPLY will be regarded as accepted by Buyer, unless Buyer no later than 3 days after receipt of said material explicitly states in writing that Buyer cannot accept the material.
- 3. Power of Attorney.** No independent person/company such as an agent, representative or broker is entitled to place any obligation on DC-SUPPLY without prior written agreement.
- 4. Prices.** All prices, including prices stated in price lists prepared by DC-SUPPLY, are current prices excluding VAT and any other public taxes, freight and packaging, unless otherwise stated and/or anything other appears directly from an order confirmation issued by DC-SUPPLY. DC-SUPPLY reserves the right to modify price lists and catalogue material.
- 5. Product modifications.** If Buyer submits a request for modifications in the product construction, components, execution, etc, DC-SUPPLY will – provided DC-SUPPLY accepts such modifications – be entitled to postpone the agreed time of delivery. If DC-SUPPLY must carry out agreed modifications, DC-SUPPLY will be entitled to change the agreed price/purchase price.
- 6. Time of delivery and delivery terms.** The time of delivery is agreed according to the order confirmation issued by DC-SUPPLY. Delivery is made "EXW", DC-SUPPLY, Virkelyst 8, DK-9400 Nørresundby, unless another place is stated in the order confirmation, upon which Buyer – once the product is finished and ready for delivery – will bear the risk and all costs for delivery, including transportation costs. If Buyer does not accept delivery at the time of delivery, including breaches the obligation to collect, DC-SUPPLY will be entitled to terminate the agreement/purchase and claim damages from Buyer. In addition, DC-SUPPLY will be entitled to sell or store the products for Buyer's account. In the event of storage, the products are held at Buyer's risk. Notwithstanding the wording of this clause, DC-SUPPLY is entitled to postpone the time of delivery in consequence of force majeure, cf. clause 10.
- 7. Payment and retention of title.** Payment shall be made according to the order confirmation issued by DC-SUPPLY. DC-SUPPLY retains ownership of the product sold, and accordingly DC-SUPPLY is entitled to retain the sold product if Buyer breaches its payment obligation – in whole or in part. If Buyer breaches one or several of the obligations, including its obligations under clause 6, DC-SUPPLY is entitled to terminate the agreement, sell the product for Buyer's account to a third party and/or claim damages. DC-SUPPLY may claim compensation for any loss, including also indirect losses.
- 8. Liability for defects.** DC-SUPPLY shall be liable for defects appearing within 6 (six) months calculated from the date of delivery. DC-SUPPLY's liability only comprises products delivered by DC-SUPPLY, and which are proved to be defective. DC-SUPPLY's liability only applies if the products have been adequately stored by Buyer and Buyer has used the products in a correct and ordinary manner. DC-SUPPLY cannot be held liable for defects caused by (i) Buyer's negligent maintenance, (ii) damage caused by weather conditions and/or Buyer's incorrect assembly, (iii) modifications made without DC-SUPPLY's written consent, (iv) Buyer's non-conforming repair works, (v) individual products procured and/or specified by Buyer, and/or (vi) constructions/design provided and/or specified by Buyer. DC-SUPPLY's liability does not comprise used products/units. In cases where Buyer has specified individual products contained in the overall delivery, DC-SUPPLY will upon further agreement with Buyer assign DC-SUPPLY's rights towards relevant sub-suppliers to Buyer.

If a product that DC-SUPPLY is liable for is defective, DC-SUPPLY is obligated and entitled – at its own discretion – to remedy the defect, make replacement delivery, offer a proportional discount in the price or pay damages. Buyer is not entitled to claim other remedies for breach of contract. If DC-SUPPLY decides to remedy the defect, DC-SUPPLY is entitled – for its own account and risk – to transport the defect product to DC-SUPPLY's headquarters situated at Virkelyst 8, DK-9400 Nørresundby in order to perform remedial action (repair, etc.). DC-SUPPLY's liability does not comprise wearing parts and ordinary degradation and deterioration. DC-SUPPLY's liability to pay damages is limited to the invoice price of the defect product, and DC-SUPPLY cannot in any event be held liable for indirect losses such as loss of use and consequential loss. DC-SUPPLY's liability for defects ceases at the time the product is exported from Denmark, regardless, who arranges or organises for such, and DC-SUPPLY will have no liability whatsoever for the product exported even if the product at issue is imported into Denmark again. However, in any event DC-SUPPLY's liability will cease no later than at the expiry of the 6 months' period set out under clause 8, first line.
- 9. Duty, VAT etc.** Buyer is responsible for any procedures and processing pertaining to duties, VAT and other taxes etc. Hence, Buyer bears the risk of confirming that any necessary documents, permits, etc. have been duly procured and correctly filled in etc.
- 10. Force majeure and hardship.** DC-SUPPLY is not liable for damages if failing to fulfil its obligations, provided DC-SUPPLY can substantiate that such is caused by impediments beyond DC-SUPPLY's control such as, but not

limited to, war, warlike situations, fire, strike, lockout, export or import ban, embargo, delayed or non-conforming delivery of materials from sub-suppliers, interruption of production, failing energy or transport options. In such case, DC-SUPPLY is entitled to prolong the time of delivery correspondingly or to terminate the agreement. As soon as the impediment ceases to exist, each party is obligated according to the agreement, unless DC-SUPPLY has terminated the agreement prior thereto. An impediment lasting for more than 3 months will entitle each party to terminate the agreement.

**11. Complaints and examination.** Buyer is obligated to examine the product immediately upon delivery and no later than 8 days after delivery to submit a complaint about any defect that has or should have been known by Buyer. If Buyer does not comply with the said deadline, Buyer will forfeit its right to claim damages.

**12. Product liability.** DC-SUPPLY is only liable for injuries to persons or damage to objects caused by products, if it is substantiated that the injury/damage was due to negligent acts or omissions on the part of DC-SUPPLY upon the delivery of DC-SUPPLY's product, and furthermore substantiated that the product is defect, that the injury/damage is caused by such defect, and that there is a causal link between the injury/damage and the defect. Furthermore, DC-SUPPLY is not liable for damage caused on real property or chattels occurring while the product is in Buyer's possession, nor liable for damage to products manufactured by Buyer in which the product constitutes a part, just as DC-SUPPLY is not liable for any consequential loss, loss of time, loss of profits, lost earnings, or any other indirect loss. In the event DC-SUPPLY is held liable for damages beyond what is set out above, Buyer will be obliged to indemnify DC-SUPPLY for such. Buyer is obliged to take out products liability insurance comprising any and all product liabilities that could be claimed against Buyer. Buyer is obliged to become a defendant in any matter under the court of law/arbitration tribunal hearing a claim about DC-SUPPLY's product liability.

**13. General limitation of liability.** In no event will DC-SUPPLY be liable for financial loss, consequential loss, loss of time, lost earnings, consequential damage, or indirect loss. In all events DC-SUPPLY's liability is limited to the invoice price of the purchased product. However, in the event of DC-SUPPLY's gross negligence or intentional breach, the limitations under clause 13 shall not apply.

**14. Product information.** The technical specifications and other measurements stated in the catalogue material are only indicative, and DC-SUPPLY will not take on any responsibility for errors in said material. Information and data found in this material, including price lists, are only binding to the extent such have been clearly agreed between DC-SUPPLY and Buyer.

All drawings, documentation material and descriptions of the product etc. – regardless of whether such have been produced by DC-SUPPLY or third party – provided to Buyer in connection with quotation, delivery or in any other way, shall remain DC-SUPPLY's property. The material may not in any event without the prior written consent from DC-SUPPLY be used for other than installation, operation and maintenance of the product, and may hence not be used otherwise, copied, assigned to third party, or be made available to third party and/or the public. If an agreement about the delivery of the product is not entered into the material must be returned to DC-SUPPLY immediately and without undue delay. DC-SUPPLY is entitled to use drawings, documentation material and descriptions of the product etc. in other connections, including towards other customers in connection with the delivery of services to such customers. In addition, DC-SUPPLY holds all rights, including intellectual property rights etc., pertaining to its ideas and the material (drawing, documentation etc.) prepared by DC-SUPPLY.

**15. Protection of rights.** When purchasing products, Buyer does not obtain any rights to DC-SUPPLY's industrial rights, and Buyer is not entitled to misuse information about the product and/or the products thereby violating DC-SUPPLY's rights.

**16. Disputes.** Any dispute arising out of DC-SUPPLY's sale of products shall be resolved by the ordinary courts of law under the jurisdiction of DC-SUPPLY. The dispute shall be settled according to and governed by Danish law.

**17. Regulatory approval.** No regulatory approval of any kind is included in the delivery of the products, and it is for Buyer to investigate if the offered product may be used for the intended purpose. In respect of the assignment, DC-SUPPLY has presumed that the technical installations are carried out according to Danish legislation and with Danish materials. DC-SUPPLY has presumed that the electric power connection is 400 W, 50 Hz, 3 phases, neutral and earth, unless otherwise stated in the order confirmation.

**Lease terms for leasing containers from  
DC-SUPPLY A/S, [Danish CBR No. 70895315](#) ("DC-SUPPLY") dated 3 May 2022**

- 1. Application.** These lease terms for leasing containers (the "Lease Terms") apply to any lease of containers from DC-SUPPLY and are binding for all lease agreements between DC-SUPPLY and the lessee ("Lessee"). Any deviation from the Lease Terms will only be binding for DC-SUPPLY, provided such deviations have been explicitly accepted by DC-SUPPLY in writing.
- 2. The leased.** The leased comprises fitted containers, storage containers, including Reefer containers etc. according to further agreement with DC-SUPPLY.
- 3. Lease period.** The lease period commences according to the date set out in the lease agreement. The lease agreement may be terminated by Lessee subject to 5 business days' written notice, and by DC-SUPPLY subject to 30 days' written notice, unless otherwise agreed.
- 4. Rent and deposit.** Monthly rent is specified in the lease agreement. The rent is payable each month in advance and is continuously settled every month. If Lessee should terminate the lease agreement entailing that the lease agreement expires earlier than the expiry of a month for which Lessee has paid rent, Lessee is entitled to a proportionate refund of the already paid rent so that Lessee only pays for the actual rent period. The rent stated is exclusive of any delivery, installation, mounting, instruction, and collection pertaining to the leased, which will hence be invoiced separately. If DC-SUPPLY must arrange delivery, installation, mounting, instruction and/or collection etc. of the leased, costs for such will be invoiced together with the next invoice to be issued in connection with the continuous settlement of rent or alternatively – if DC-SUPPLY chooses so – with the final settlement. Furthermore, the rent is exclusive of additional costs in consequence of Lessee's requirements for special installations or modifications etc. regarding the leased and/or costs accruing as a result of the leased being delivered by DC-SUPPLY, or if the leased must be made available before the commencement of the lease period. In addition, Lessee must pay all costs pertaining to the operation of the leased, including the supply of water, electricity, heating, and other operational expenses. All prices, including rent prices stated in price lists prepared by DC-SUPPLY, are current prices excluding VAT and any other public taxes, freight and packaging, unless otherwise stated. DC-SUPPLY reserves the right to modify price lists and catalogue material subject to 30 days' notice.
- 5. Environmental fee.** Lessee must pay an environmental fee. Such fee is calculated as 4.8% of the gross rent and is specified separately in the invoice.
- 6. Ownership.** The leased is DC-SUPPLY's property. Lessee is not entitled to sell, pledge as security, sub-lease or in any other way dispose of the leased. Type designations, serial numbers and similar serving as identification of the leased may not be removed. DC-SUPPLY may from time to time let the leased be furnished with markings or other distinctive features indicating DC-SUPPLY's ownership of the leased. DC-SUPPLY's ownership also comprises objects that are included in or that replace parts of the leased.
- 7. Risk.** Lessee bears the risk of the leased from the time of entering into the agreement and until the time where the leased is duly returned to DC-SUPPLY; Lessee also bears the risk of any accidental loss of the leased and Lessee takes on any risk connected to the usage of the leased during the lease period. In no event will DC-SUPPLY be liable for any damage to any contents placed by Lessee in the leased, including furniture, property contents and other assets. This applies regardless the reason for the damage, including as a result of interruption of operation or similar. Hence, Lessee is recommended to take out adequate insurance in this respect.
- 8. Maintenance.** During the lease period, Lessee is obliged to maintain the leased both inside and outside, including to carry out cleaning to the extent necessary. During the lease period, Lessee must treat the leased properly, and Lessee will be held liable for any damage caused by Lessee, Lessee's staff or third party etc. DC-SUPPLY is entitled repeatedly to inspect the leased at any time during the lease period, notwithstanding the location of the leased.
- 9. Location.** Lessee is responsible for obtaining any necessary permits etc. in respect to the location of the leased. If the location of the leased is changed, Lessee must submit prior written notification to DC-SUPPLY about such change. The leased may not be placed outside the borders of Denmark without DC-SUPPLY's prior written approval.
- 10. Defects.** If Lessee establishes any defect to the leased, Lessee must immediately and without undue delay notify DC-SUPPLY about such, including a statement on what the defect consists of. DC-SUPPLY must within 5 business days – calculated from the time where said notification comes to the notice of DC-SUPPLY – remedy the defect at issue. If urgent defects are at issue – including defects regarding refrigerating/freezer containers (Reefer containers) – rectification of the defect must be initiated on the next business day. Lessee may not arrange nor initiate rectification of the defect without DC-SUPPLY's prior approval of such. If Lessee arranges or initiates rectification of the defect, DC-SUPPLY reserves any right to claim damages from Lessee in that connection. DC-SUPPLY's liability for defects ceases at the time the leased is exported from Denmark, regardless, who arranges or organises for such, and DC-SUPPLY will have no liability whatsoever for the leased even if the leased at issue is imported into Denmark again.
- 11. Insurance.** DC-SUPPLY has taken out insurance against fire and storms regarding the leased. In addition to the rent Lessee is obliged to pay a contribution of DKK 75 for each leased unit per month for coverage of said insurance, however, Lessee has an excess of DKK 5,000. To the extent a damage – regardless the kind of damage – is not comprised by/fully covered by the insurances taken out by DC-SUPPLY, Lessee will be held liable for all additional losses. Against those grounds, Lessee is obliged – for its own account and risk – to take out additional insurance.
- 12. Return.** Return of the leased can only be made directly to DC-SUPPLY to a location designated by DC-SUPPLY. The leased must be returned in the same condition as it was in at the commencement of the lease period, except, however, any ordinary and usual degradation. The leased must be returned in a tidy condition and all of Lessee's or third

party's effects must be removed and the leased must be cleaned up, both outside as well as inside. The leased must also be ready for collection meaning that any water and electricity supplies must be disconnected, and the leased must be fully secured for transportation. Upon return of the leased, DC-SUPPLY will carry out an inspection and survey of the condition of the leased. If the leased is not returned in the condition as set out under this clause, DC-SUPPLY is entitled to issue an invoice to Lessee for any costs incurred on DC-SUPPLY for cleaning etc. If the leased after return contains any effects belonging to Lessee or third party, DC-SUPPLY must immediately notify Lessee of such in writing. Lessee is then obliged to arrange for collection of said effects no later than 14 days after notification has been submitted. If the effects have not been collected no later than by the expiry of said 14 days, DC-SUPPLY is entitled to dispose of the effects at issue, and any costs accrued in connection with the disposal will be invoiced to Lessee. Lessee cannot make any claims against DC-SUPPLY for disposal of said effects. If third party should make a claim against DC-SUPPLY in consequence of said disposal, Lessee is obliged to indemnify DC-SUPPLY for any costs and expenses in that connection. Return of the leased is considered complete upon DC-SUPPLY's written acknowledgment.

**13. General limitation of liability.** Any liability on the part of DC-SUPPLY towards Lessee regarding the leased cannot exceed the agreed rent which has been invoiced to and paid by Lessee at the time of the tortious act. In no event will DC-SUPPLY be liable for financial loss, consequential loss, loss of time, lost earnings, consequential damage, or indirect loss – including loss pertaining to the contents/assets placed by Lessee in the leased. However, in the event of DC-SUPPLY's gross negligence or intentional breach, the limitations under clause 13 shall not apply.

**14. Product liability.** DC-SUPPLY is only liable for injuries to persons or damage to objects caused by the leased, if it is substantiated that the injury/damage was due to negligent acts or omissions on the part of DC-SUPPLY in respect of the leased, and furthermore substantiated that the leased is defect, that the injury/damage is caused by such defect, and that there is a causal link between the injury/damage and the defect. Furthermore, DC-SUPPLY is not liable for damage caused on real property or chattels occurring while the leased is in Lessee's possession, just as DC-SUPPLY is not liable for any consequential loss, loss of time, loss of profits, lost earnings, or any other indirect loss. In the event DC-SUPPLY is held liable for damages beyond what is stated above, Lessee will be obliged to indemnify DC-SUPPLY for such. Lessee is obliged to take out products liability insurance comprising any and all product liabilities that could be claimed against Lessee. Lessee is obliged to become a defendant in any matter under the court of law/arbitration tribunal hearing a claim about DC-SUPPLY's product liability.

**15. Regulations.** Lessee takes on the entire responsibility and risk regarding regulatory approval in respect to Lessee's intention of usage of the leased, and must also obtain any necessary permits or similar. Lessee is responsible for ensuring that the usage of the leased in Lessee's business at all times complies with legislation or other rules of public law.

**16. Force majeure and hardship.** DC-SUPPLY is not liable for damages if failing to fulfil its obligations, provided DC-SUPPLY can substantiate that such is caused by impediments beyond DC-SUPPLY's control such as, but not limited to, war, warlike situations, fire, strike, lockout, export or import ban, embargo, delayed or non-conforming delivery of materials from sub-suppliers, interruption of production, failing energy or transport options. In that case, DC-SUPPLY is entitled to postpone the commencement of the lease period or to terminate the agreement. As soon as the impediment ceases to exist, each party is obligated according to the agreement, unless DC-SUPPLY has terminated the agreement prior thereto. An impediment lasting for more than 3 months will entitle each party to terminate the agreement.

**17. Breach.** If Lessee breaches the agreement, including fails to pay rent, DC-SUPPLY is entitled to terminate the lease agreement, and Lessee cannot claim damages from DC-SUPPLY. In the event of Lessee's breach, DC-SUPPLY is entitled to collect the leased container(s) without notice. Collection of the leased will be made for Lessee's account.