D. 15. OKTOBER 2024 v1.1

General Terms and Conditions of Sale and Delivery

1. Application
Any delivery from DC-SUPPLY is based on these terms and conditions of sale and delivery ("Terms and Conditions") which are binding for all deliveries between DC-SUPPLY and the buyer ("Buyer"). The Buyer's own purchase terms are not binding for DC-SUPPLY. Any deviation from these Terms and Conditions is only binding for DC-SUPPLY if such deviations are expressly accepted in writing by DC-SUPPLY.

2. Agreements
DC-SUPPLY is not obligated by any of its proposals, regardless of how they are designated, until DC-SUPPLY has sent its order confirmation to the Buyer. DC-SUPPLY reserves the right to withdraw its proposals until the order confirmation has come to the Buyer's attention. The Buyer's product specifications regarding construction, execution, design, etc., are only binding for DC-SUPPLY if they are accepted in writing by DC-SUPPLY. Drawings prepared by DC-SUPPLY are considered approved by the Buyer unless the Buyer objects in writing and explicitly within 3 days of receiving the material.

3. Authorization
No individual or company, such as an agent, representative, or broker, has the authority to obligate DC-SUPPLY without a written agreement to that effect.

4. Prices
All prices, including those based on DC-SUPPLY's price lists, are current prices excluding Danish VAT, other public taxes, freight, and shipping packaging unless otherwise specified or stated in the order confirmation issued by DC-SUPPLY. DC-SUPPLY reserves the right to change price lists and catalog materials without prior notice. Unless otherwise agreed in writing, the prices given by DC-SUPPLY are valid for 30 days and must be accepted by the Buyer within this period. DC-SUPPLY reserves the right to adjust all given prices annually at the turn of the year according to the net price index without further notice for projects lasting more than twelve (12) months.

5. Product Changes
If the Buyer requests changes in the product's design, components, execution, etc., after the order confirmation is issued and DC-SUPPLY accepts such changes, DC-SUPPLY is entitled to postpone the agreed delivery date. If DC-SUPPLY carries out the agreed changes, it is also entitled to adjust the agreed price to cover the related costs, including materials, redesign, quality assurance, and production adjustments.

6. Delivery Date and Conditions
The delivery date is as stated in DC-SUPPLY's order confirmation. Delivery is made according to Incoterms 2020 Ex Works DC-SUPPLY A/S Virkelyst 8, 9400 Nørresundby, unless otherwise specified in the order confirmation. The Buyer bears the risk and all delivery costs, including transport costs, from when the product is ready for pickup.

In the event that the Buyer does not collect the product(s) at the delivery time or fails to fulfill the collection obligation, DC-SUPPLY is entitled to charge storage fees to the Buyer for the period until the product(s) are collected. If the Buyer does not collect the product(s) at the delivery time or fails to meet the collection obligation, DC-SUPPLY is also entitled to cancel the agreement and claim compensation from the Buyer. Furthermore, DC-SUPPLY is entitled to sell or store the products at the Buyer's expense, with the products being stored at the Buyer's risk.

Notwithstanding the provisions in this section, DC-SUPPLY has the right to postpone the delivery time due to force majeure, cf. section 10.

7. Payment Terms and Retention of Ownership
Payment must be made according to DC-SUPPLY's order confirmation. The product is sold with a retention of title, meaning DC-SUPPLY is entitled to reclaim the sold product if the Buyer fails to fulfill the payment obligations. Unless otherwise agreed in writing, 30% of the purchase price is pre-paid on acceptance for customized projects/products.
For projects/products that require a significant financial proportion of customer-specific purchases, DC-SUPPLY reserves the right to demand a larger prepayment than the usual 30%. The project, including project-related purchases specific to the particular project, will not commence until the prepayment has been received.

Unless otherwise agreed in writing, the payment terms are net 14 days.

8. Liability for Defects and deficiency

Up to 95% of the world's shipping containers (ISO containers) are produced in China. The vast majority of these containers are loaded with goods and shipped to Europe, where they are sold once they have been emptied. This is known as a one-way container. DC-SUPPLY purchases one-way containers and resells them as they are or uses them in the production of customized container solutions. As these containers have been transported via shipping routes and handled in ports, scratches and minor dents may occur. This is not considered a defect or deficiency unless otherwise agreed in writing.

DC-SUPPLY's liability for defects and deficiencies applies to defects that manifest within six (6) months from the date of delivery. The liability only covers products delivered by DC-SUPPLY that are proven to be defective and/or deficient. The liability is only valid if the products have been properly stored and correctly used by the Buyer for their intended purpose. DC-SUPPLY is not liable for defects and deficiencies caused by (i) the Buyer's inadequate maintenance, (ii) damage due to weather conditions and/or incorrect installation performed by the Buyer, (iii) modifications made without DC-SUPPLY's written consent, (iv) inadequate repairs carried out by the Buyer, (v) individual products provided and/or specified by the Buyer, and/or (vi) constructions/designs prescribed and/or specified by the Buyer. DC-SUPPLY's liability does not extend to used products/units.

In cases where the Buyer has specified individual products included in the overall delivery, DC-SUPPLY, upon agreement with the Buyer, transfers its rights against the relevant subcontractors to the Buyer. If the product is defective or deficient and DC-SUPPLY is responsible, DC-SUPPLY is obligated and entitled, at its own discretion, to remedy the defect, make a replacement, provide a proportional reduction in the price, or pay compensation. The Buyer is not entitled to assert any further remedies for breach. If DC-SUPPLY chooses to remedy the defect or deficiency as stated, DC-SUPPLY is entitled, at its own expense and risk, to transport the defective product to DC-SUPPLY's headquarters to carry out the remedy (repair, etc.). The liability does not include wear parts and normal wear and tear. DC-SUPPLY's liability for compensation is limited at the invoice price of the defective or deficient product, and under no circumstances can DC-SUPPLY be held liable for indirect losses, such as loss of profits or operational losses. DC-SUPPLY's liability for defects and deficiencies ceases at the moment the product is exported from Denmark, regardless of who arranges or facilitates the export, and the liability does not resume even if the product is re-imported into Denmark. In any case, DC-SUPPLY's liability, in any case, ceases no later than six (6) months from the date of delivery.

9. Customs, VAT, etc.

The Buyer is responsible for handling any matters related to customs, VAT, and other duties, etc. The Buyer therefore assumes the risk of ensuring that any necessary documents, permits, etc., are properly obtained and correctly completed.

10. Force Majeure and Hardship

DC-SUPPLY is not liable for failure to fulfill its obligations if DC-SUPPLY can prove that the failure is due to an obstacle beyond its control, such as, but not limited to, war, war-like situations, fire, strike, lockout, export or import bans, embargo, delayed or defective delivery of materials from subcontractors, production stoppages, lack of energy, or transportation options. In such cases, DC-SUPPLY is entitled to extend the delivery time accordingly or to terminate the agreement. Once the obstacle has ceased, both parties are obligated to resume their obligations under the agreement, unless DC-SUPPLY has already terminated the agreement. An obstacle lasting more than three (3) months entitles either party to terminate the agreement.

11. Complaint and Inspection Obligation

The Buyer is obligated to inspect the product immediately upon delivery and to report any defects that are or should have been discovered by the Buyer no later than eight (8) days after delivery. If the Buyer does not meet this deadline, they forfeit the right to claim the defect.

12. Product Liability

DC-SUPPLY is only liable for personal injury or damage to property caused by products if it is proven that the damage is due to a fault or negligence on the part of DC-SUPPLY regarding a product delivered by DC-SUPPLY, and if it is proven that the product is defective, that the damage is caused by this defect, and that there is a causal link between the damage and the defect. Furthermore, DC-SUPPLY is not liable for damage to real estate or movable property that occurs while the product is in the possession of the Buyer, nor is it liable for damage to products manufactured by the Buyer in which the product is incorporated. DC-SUPPLY is also not liable for

operational losses, time losses, lost profits, loss of earnings, or any other indirect losses. In the event that DC-SUPPLY is held liable beyond the aforementioned responsibility, the Buyer is obligated to indemnify DC-SUPPLY. The Buyer is required to obtain product liability insurance that covers any product liability claims made against the Buyer. The Buyer is also obligated to be sued in the same court/arbitration tribunal that handles the question of DC-SUPPLY's product liability.

13. General Limitation of Liability
Under no circumstances is DC-SUPPLY liable for financial loss, operational loss, time loss, loss of profit, consequential damages, or indirect losses. DC-SUPPLY's liability is, in any case, limited to the invoice price of the purchased product. However, the limitations in this clause do not apply in cases of DC-SUPPLY's gross negligence or willful misconduct.

14. Product Information
The technical specifications and other stated measurements in the catalog material are for guidance only, and DC-SUPPLY assumes no responsibility for errors in this material. All information and data contained in this material, including price lists, are only binding to the extent that it has been expressly agreed upon between DC-SUPPLY and the Buyer.
All drawings, documentation, and descriptions of the product, whether produced by DC-SUPPLY or third parties, provided to the Buyer in connection with offers, delivery, or otherwise, remain the property of DC-SUPPLY. The material may not be used by the Buyer for purposes other than installation, operation, and maintenance of the product without the prior written consent of DC-SUPPLY in each individual case. The material may not, among other things, be used, copied, transferred to third parties, or made available to third parties and/or the public.
If no agreement is reached regarding the delivery of the product, the material must be immediately returned to DC-SUPPLY without undue delay. DC-SUPPLY is entitled to use drawings, documentation, and descriptions of the product in other contexts, including with other customers in connection with the delivery of products and services to them. Furthermore, DC-SUPPLY retains all rights, including copyright and other intellectual property rights, to its ideas and the material (drawings, documentation, etc.) created by DC-SUPPLY.

15. Protection of Rights
The Buyer does not acquire any rights to DC-SUPPLY's industrial property rights through the purchase of products, and the Buyer is not entitled to misuse information about the product(s) in a manner that infringes upon DC-SUPPLY's rights.

16. Disputes
Any dispute regarding DC-SUPPLY's sale of products shall be resolved by the ordinary courts at DC-SUPPLY's place of domicile. The dispute shall be settled in English language and in accordance with and under the application of Danish law.

17. Authority Approval
No form of authority approval is included in the delivery of the products, and it is the Buyer's responsibility to ensure that the offered products can be used and approved for the intended purpose. DC-SUPPLY has assumed that the technical installations will be carried out in accordance with Danish legislation and with Danish materials. DC-SUPPLY has also assumed that the power connection is 400 V, 50 Hz, 3 phases, neutral, and ground, unless otherwise specified in the order confirmation.