

## **Addtech and Duelco, General Terms and Conditions - Complete Denmark 2024 ("General Terms and Conditions")**

### **1. Applicability**

- 1.1 These General Terms and Conditions shall apply when the parties ("Parties") – the purchaser ("Purchaser") and the supplier – one or more companies in the Addtech Group ("Supplier") – have agreed to this in writing or have otherwise entered into an agreement according to which the General Terms and Conditions shall apply. Deviations from these General Terms and Conditions must be agreed upon in writing to become effective. Thus, the Purchaser's delivery terms must be expressly agreed upon in writing to become effective. If the Supplier has undertaken installation, service and maintenance of the Product, as defined in item 1.2, or development, the Special Terms and Conditions - Installation, Special Terms and Conditions - Service and Maintenance, or as the case may be the Special Terms and Conditions - Development as attached hereto shall additionally apply.
- 1.2 In these General Terms and Conditions, "Product(s)" shall mean the product(s) which the Supplier undertakes to sell to the Purchaser, as detailed in an Agreement as defined in item 1.3.
- 1.3 In these General Terms and Conditions (the) "Agreement" shall mean every individual agreement between the Purchaser and the Supplier regarding the sale and purchase of Products. These General Terms and Conditions shall constitute an integral part of any such Agreement.

The Agreement, including these General Terms and Conditions confers rights and obligations on the Parties only, and Purchaser is accordingly not entitled to assign its rights and obligations under the Agreement to a third party.

### **2. Blueprints, descriptions, other documents, and Software**

- 2.1 Information in marketing material, price lists and other product information is not binding to the Parties unless an Agreement expressly refers to such information.
- 2.2 Blueprints, descriptions, software and other technical documentation which has been provided to a Party by the other Party may not be used for any other purpose than the purpose for which it was provided. The material may not be copied or reproduced in any other way without the consent of the providing Party.
- 2.3 The Supplier shall no later than upon delivery, without additional compensation, provide the Purchaser with one, or the otherwise agreed amount of copy(ies) of the blueprints and/or other technical documentation, which is provided by the Supplier to enable the Purchaser to conduct assembly, commissioning, operating and maintenance (including recurring reparations) of all parts of the Product. Upon agreement to that effect, the Supplier shall provide other documentation, such as measuring protocols and certificates. The Supplier is entitled to compensation for providing such documentation. The Supplier is not obliged to provide blueprints or other documentation for the manufacturing of a Product or spare parts. The Supplier may perform the above obligations by making the relevant documentation available on the Internet.

### **3. Testing prior to delivery (Delivery Test)**

- 3.1 Agreed delivery tests shall be conducted at the premises of the Purchaser at the Purchaser's expense,

except for with respect to the Supplier's participation.

- 3.2 If the Parties have not specifically agreed on technical requirements and the manner of conducting the delivery test, the delivery test shall be conducted in accordance with industry practice of the relevant industry in the Supplier's country. The Supplier shall draw up a record of the delivery test and shall provide said record to the Purchaser. The Purchaser's approval of the delivery test shall be reflected in the record. If the Purchaser has not raised legitimate objections in writing within 5 days of a conducted delivery test, the Purchaser shall be considered to have accepted the delivery test. If the Product is not in conformity with the Agreement, the Supplier shall urgently see to it that necessary corrections are carried out, provided the non-conformity is not without significance for the use of the Product. Following the carrying out of such corrections, the Purchaser is entitled to a new delivery test.

#### **4. Prices and Payment**

- 4.1. The price of the purchase shall be set to the price which the Supplier applies at the time of receiving the order from the Purchaser unless the Parties have expressly agreed otherwise. Unless otherwise expressly agreed, the prices are set exclusive of VAT and other public charges, which shall be paid by the Purchaser. Upon variations in exchange rates exceeding 2 % up to the invoicing of the Product, the Supplier may adjust the indicated prices. The Supplier's right to adjust the prices in the event of exchange rate variations shall also apply when a specific price has been agreed upon by the parties.
- 4.2. Payment shall be made upon invoicing and no later than the date set forth in each invoice, unless otherwise expressly agreed. The Purchaser shall under no circumstances, including in

the event of delays or deficiencies, be entitled to withhold payment. Upon delays in payment, interest on overdue payments shall accrue from the maturity date, with the reference rate applicable at any time, designated the "main refinancing facility of the European Central Bank" plus eight percentage points. If the Purchaser does not pay on time, the Supplier may further, after having given the Purchaser notice hereof in writing, suspend its performance of an Agreement until payment has been made.

- 4.3. If the conduct or the financial circumstances of the Purchaser give the Supplier reason to anticipate that the Purchaser will not make full and timely payment, the Supplier may suspend the performance of the Agreement and demand advance payment or adequate security to resume the performance. If such circumstances are discovered after the Product has been shipped, the Supplier may prevent the delivery of the Product. The Supplier shall urgently notify the Purchaser in writing of its decision to suspend the performance of the Agreement.
- 4.4. The Supplier may cancel the Agreement if the Purchaser has not made payment within three months after the payment date. In addition to the right to interest on overdue payments, the Supplier shall in such case be entitled to recover damages for losses which it incurs arising out of Purchaser's non-payment. The damages payable, except for accrued interest, shall be limited to the agreed price.

#### **5. Delivery and delivery time**

- 5.1 Delivery clauses shall be interpreted in accordance with INCOTERMS in the wording of the most recent version applicable on the date the Agreement was entered into. If no other specific

- delivery clause has been agreed upon, delivery “Ex Works” shall apply.
- 5.2 If the delivery is to be made within a certain term, the term shall begin on the date the Agreement was entered into unless otherwise expressly agreed. However, the delivery term shall under no circumstances begin before the Supplier has received (i) payment, if such is due prior to the commencement of manufacturing of the Product or has otherwise been agreed upon, and (ii) required licenses, authorizations, technical data and instructions.
- 5.3 If the delay is caused by a circumstance which, pursuant to item 11.1, constitutes grounds for relief or by any action or omission by the Purchaser, the delivery term shall be extended for a period which is reasonable considering the circumstances. If the grounds for relief occur after the end of the agreed delivery term, the term shall nonetheless be extended.
- 5.4 If the Supplier does not deliver on time, the Purchaser may demand delivery within a reasonable final deadline, by giving written notice to the Supplier. Should the Supplier not deliver within such deadline, the Purchaser is entitled to cancel the Agreement by giving the Supplier written notice to that effect.
- 5.5 If the Purchaser cancels the Agreement under 5.4, it is entitled to compensation from the Supplier for the direct additional documented expenditures in procuring a corresponding Product from someone else. However, the right to such compensation is limited to 7.5 % of the price of the Product. The fact that more than one company in the Addtech Group acts as Supplier according to an Agreement does not entitle the Purchaser to receive the abovementioned compensation for expenditures in procuring a corresponding product more than once. If the Purchaser does not cancel the Agreement, it is not entitled to any compensation for the Supplier’s delay.
- 5.6 Should the Purchaser fail to receive the Product on the agreed date, despite Supplier’s offering delivery in accordance with the Agreement, payment shall nevertheless be made as if the Product was delivered in accordance with the Agreement, and the Purchaser shall compensate the Supplier for its direct additional expenditures, including expenditures for transportation, storage, lawyers’ fees etc. caused by such failure of the Purchaser.
- 6. Liability for non-conforming products, limitation of liability**
- 6.1 A Product which deviates from the agreed specification shall be considered non-conforming (in Danish: mangelfuldt) unless the deviation is without significance for the intended use of the Product. The Supplier’s liability for other non-conformities (in Danish: mangler) is limited to non-conformities caused by defective construction, materials, or manufacturing.
- 6.2 Information regarding the use of the Product or other information about the Product which is not expressly part of the agreed specification and which is provided by the Supplier, regardless of the form in which the information is provided, shall only be regarded as recommendations or general information. The Supplier is not liable for such information.
- 6.3 The Supplier is only liable for non-conformities which manifest within one year from the day that the risk for the Product passed to the Purchaser (claims period), and with respect to which Purchaser gives notice to Supplier within the claims period. Notwithstanding the just mentioned, the Supplier’s liability for non-conformities is limited to failures occurring within

1,760 operating hours or the expected operating time, if the expected operating time is less than 1,760 operating hours. The claims period does not include wear components which normally have a durability of less than one year. The Supplier is not liable for defects which are caused by inaccurate, ambiguous, or incomplete information from the Purchaser. Furthermore, the Supplier is not liable for failures which are caused by circumstances which occur after the risk for the Product has passed to the Purchaser, such as, but not exclusively, failures caused by ordinary wear or deterioration. Should the Purchaser make a claim of non-conformity in a Product within the claims period as described above, the Purchaser must (if necessary conditioned on their signing a nondisclosure agreement) give the Supplier and possible third parties retained by it access to the application or the site for purposes of carrying out an examination of the Product subject to the claim, including on how the Product has been used. Similarly, Purchaser is under an obligation to place all relevant data in its possession related to the Product and its use (including but not limited to Purchaser's or a third party's measurements, drawings, designs, operation approvals, data sheets etc. which can contribute to identifying the cause of the failure) at the Supplier's disposal for purposes of its examination.

- 6.4 The Supplier undertakes, at its own discretion, during the claims period, without a right to remuneration, to deliver a new Product as replacement for a non-conforming Product, or to remedy the non-conformity. The Supplier is not liable to pay for replacement media or replacement fluids, such as e.g. refrigerating media. Remedying may occur either at the Supplier's premises or at the Purchaser's premises, depending on

which the Supplier determines appropriate. Replacement products or replacement parts, which the Supplier has provided to the Purchaser, are subject to the guarantee period set out in item 6.3. Should the Supplier claim ownership of a Product or part of a Product which has been replaced, the title of ownership to such Product or part of a Product shall pass to the Supplier. Possible demolition costs shall be paid by the Purchaser.

- 6.5 The Purchaser shall bear the cost and risk of transportation of a deficient Product or part of a Product to the Supplier. The Supplier shall bear the cost and risk of transportation of the replacement product or part of a Product to the place of delivery. Should the Supplier choose to remedy the Product at the premises of the Purchaser, the Purchaser shall pay travel costs and allowance for expenses for the travel and work time of the Supplier's staff. Further, the Purchaser shall bear the additional costs which arise from the Product being situated somewhere other than at the place of delivery.
- 6.6 If the Supplier does not deliver a replacement product or remedy the deficiency within reasonable time after the Purchaser has complained in writing, the Purchaser may cancel the Agreement in respect of the deficient Product by written notice to that effect. Upon cancelling the Agreement, the Purchaser is entitled to compensation from the Supplier for its documented direct additional expenditures for procuring a corresponding product from someone else, however not more than 7.5 % of the price of the Product. The fact that more than one company in the Addtech Group acts as Supplier according to an Agreement does not entitle the Purchaser to receive the abovementioned compensation for expenditures in procuring a corresponding product more than once.

- 6.7 The Supplier shall be considered to have fulfilled its obligations under this Agreement by delivering an appropriately repaired or replaced Product or Part of a Product to the Purchaser. The Purchaser shall bear the costs for work and additional expenditures for operation on something other than the Product upon dismounting or installing the Product or the part of a Product.
- 6.8 The Purchaser shall examine the Product in accordance with good industry practices immediately after delivery.
- 6.9 The Purchaser may not invoke non-conformities which have not been notified to the Supplier in writing within 15 days from the day the Purchaser notices or ought to have noticed the non-conformity, and in no case later than the time set out in item 6.3 above. Should the Supplier not be liable for the non-conformity, the Supplier is entitled to compensation for the costs which have been caused by the claim.
- 6.10 Instead of remedying the non-conformity or delivering a replacement product, the Supplier may choose to repay the purchase price, whereupon the Purchaser shall return the Product in a substantially unchanged condition. If this is not possible, the Supplier may deduct an amount corresponding to the value of what has been bestowed on the Purchaser.
- 7. Liability for damage to property and personal injury, limitation of liability**
- 7.1 The Supplier is not liable for damages to immovable or movable property or consequential damages, if the damage occurs while the Product is in the possession of someone other than the Supplier.
- 7.2 The Purchaser shall indemnify and hold harmless the Supplier, to the extent that the Supplier is imposed liability for third party damages or losses for which the Supplier is not liable pursuant to item 7.1.
- 7.3 The limitations of the Supplier's liability in item 7.1 do not apply upon gross negligence of the Supplier.
- 7.4 Both Parties shall promptly notify the other Party in writing of any third-party claim relating to this section.
- 7.5 Both Parties are obliged to comply with summons to a court or arbitration board which processes claims of damages against the other Party if the claim is based on a damage or loss which is allegedly caused by a Product. However, the relationship between the Parties shall always be governed by the Agreement.
- 7.6 The Supplier's liability for damage caused by a Product to natural persons or immovable or movable property which belongs to the Purchaser or a third party shall under all circumstances be limited to EUR 500,000 per occurrence of damage. The Purchaser shall indemnify and hold harmless the Supplier for all liability exceeding said amount.
- 8. Liability for damages and limitations of liability**
- 8.1 In case of a delay or non-conformity, the Purchaser is entitled to damages pursuant to items 5.5 and 6.6.
- 8.2 If the Supplier has developed a product in collaboration with the Purchaser, under an Agreement between the Parties and at the Supplier's own cost, the Supplier is in no regard responsible for any delay or non-conformity of the Product. Further, the Supplier is in no regard responsible for any delay or non-conformity of a Product which the

Supplier has lent out or transferred to the Purchaser without compensation.

8.3 The Supplier shall under no circumstances be liable for loss of production, loss of profits or any other consequential, direct or indirect economic loss on the part of Purchaser.

8.4 The Purchaser shall never be entitled to damages exceeding 7.5 % of the purchase price for the Product. The limitation of liability shall remain in full force and effect upon cancellation of the Agreement. The fact that more than one company in the Addtech Group acts as Supplier according to an Agreement does not entitle the Purchaser to receive the above-mentioned compensation for expenditures in procuring a corresponding product more than once.

8.5 The Purchaser may not invoke any other remedies against the Supplier than those expressly set out in the Agreement. However, such limitation does not apply to damages incurred by Purchaser due to Supplier's grossly negligent acts or omissions.

## **9. Retention of title to Products**

9.1 The Product(s) shall remain the property of the Supplier until it/they has/have been fully paid, to the extent this ownership reservation is valid in the jurisdiction where the Product(s) is/are situated. The Buyer is not entitled, without the consent of the Supplier to assign the Product(s) to a third party until it/ they have been fully paid. If Products are bought for purposes of Buyer's resale of these, including by incorporating these as components of Buyer's products, Supplier, until the delivery of the Products is entitled to demand that the requirements for retaining title to property in consignment sales are complied with, including without limitations that the Products must be stored separately from Purchaser's

other stock, that Purchaser must pay for the Products as they are resold or incorporated in Buyer's Products, and that the Supplier must have access to verify that such demand is complied with.

## **10. Confidentiality**

10.1 Neither Party may, without the other Party's approval, provide third parties with documents or otherwise disclose information of a confidential character about the Agreement or the other Party, unless disclosure is necessary for the performance of the Agreement. The Parties shall enter into non-disclosure agreements with its employees or take other appropriate measures to ensure that confidentiality is maintained. The confidentiality undertaking does not apply to information, which a Party can demonstrate was duly brought to its notice other than by the Agreement, or which is commonly known. The confidentiality undertaking shall remain in full force and effect after the termination of this Agreement.

## **11. Grounds for relief**

11.1 A circumstance which prevents or substantially obstructs the performance of any of the Parties' obligations under the Agreement, and which was beyond the Party's control, including but not limited to stroke of lightning, fire, earthquake, flooding, war, mobilization or major military conscription, uprising or riot, requisition, seizure, currency restriction, epidemic, public regulation, fuel restrictions, general scarcity of transportation or energy, or strike, blockade, lock-out or other labor dispute, regardless of whether the Party is a party to such dispute, and non-conformities or delays in deliveries from sub-suppliers caused by the above mentioned circumstances, shall constitute grounds for relief which entitles the relevant Party to appropriate time extensions and relief of liability from conditional fines and other sanctions. A Party shall notify the other

party in writing without unreasonable delay from the day the Party realized or ought to have realized the grounds for relief.

11.2 If the performance of the Agreement is delayed for more than six months due to a circumstance set out in item 11.1, each Party shall be entitled to withdraw from the Agreement and shall not be liable to compensate the other Party for such withdrawal.

11.3 Supplier shall similarly be entitled to invoke the protection of clauses 11.1 and 11.2 if the mentioned circumstances, while not preventing or substantially obstructing its performance, cause its costs of fulfilling the Agreement to increase by more than 4 %.

## **12. Export and import licenses, certification etc.**

12.1 The Supplier's obligation to deliver a Product is contingent on obtaining and maintaining adequate export, import and re-export licenses. Should such licenses not be obtained or are valid licenses revoked without the Supplier's negligence, the Supplier is relieved from its obligation to deliver the Product, and the Purchaser shall not be entitled to direct any claim against the Supplier on such occasion.

12.2 The Purchaser undertakes to comply with any applicable regulations and, to the extent necessary, co-operate in the obtaining of export and import licenses for a purchased Product, and upon a possible re-export of said Product or other product in which the purchased Product is integrated, to obtain any necessary authorization.

12.3 A possible certification of the Product shall be paid by the Purchaser.

## **13. Intellectual property rights**

13.1 "Intellectual Property Rights" shall mean all present or future intellectual

property rights of any kind anywhere in the world (whether legal or economic, registered or unregistered) including but not limited to copyrights, data base rights, design rights, trademark rights, patent rights, utility model rights, topography rights, know-how, trade secrets, company names, and product protection awarded under marketing practices laws.

13.2 Unless the Parties agree otherwise, each Party or such Party's licensors shall retain sole ownership of all technology and Intellectual Property Rights vested with them prior to the Agreement. As part hereof, Supplier shall remain the sole owner of any and all Intellectual Property Rights imbedded in the Product(s). Further, any Intellectual Property Rights licensed by one Party to the other Party under the Agreement may not be reassigned to a third party without the prior written consent of the Party which granted the license. For avoidance of doubt, the aforementioned shall not affect the Purchaser's acquisition of ownership to the Product(s) purchased and consequently the Purchaser's entitlement to use and redistribute the Products without limitations.

13.3 The Supplier shall retain all Intellectual Property Rights imbedded in or related to Products developed under the Agreement, whether the development was carried out by the Supplier or jointly by the Parties.

## **14. Limitation period**

14.1 Claims against the Supplier shall be barred unless an arbitration procedure pursuant to 15.2 has been initiated within two years from the delivery of the relevant Product.

## **15. Governing law and dispute resolution**

15.1 This Agreement shall be governed by Danish substantive law, with the

exception of its rules on the choice of law.

- 15.2 Disputes concerning the Supplier's claims for compensation in the event of the Purchaser's failure of payment may, at the choice of Supplier, be settled by the competent courts in the court district of Supplier's principal place of business. In all other instances, disputes arising out of or in connection with this Agreement shall be finally settled by arbitration proceedings administered by the Danish Institute of Arbitration ("Voldgiftsinstituttet"), in accordance with the Rules of Arbitration adopted by the Board of the Danish Institute of Arbitration. The arbitration proceedings shall take place in Copenhagen.
- 15.3 The following information shall be regarded as confidential and may not be disclosed: (i) information about past or current arbitration proceedings, which is sufficiently detailed to identify the Parties, (ii) written statements in arbitration proceedings, as well as what is orally alleged before the arbitration board and (iii) the arbitration board's decision, to the extent that there is a risk that a Party may be identified. Without prejudice to the above, a Party which seeks execution is entitled to disclose confidential information to the enforcing authority, to the extent required.

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## **a Special Terms and Conditions - Installation**

### **a.1 Applicability**

a.1.1 These Special Terms and Conditions – Installation (“Special Terms and Conditions”) shall apply when the supplier - one or more companies in the Addtech Group (“Supplier”) has assumed a contractual obligation to perform the Installation (as defined in item a.1.2) of the Product (as defined in item a.1.3), and the parties (“Parties”) – the purchaser (“Purchaser”) and the Supplier have agreed to this in writing or have otherwise entered into an agreement according to which the Special Terms and Conditions shall apply. In addition to these Special Terms and Conditions, the Installation is also subject to the provisions in *Addtech, General Terms and Conditions* (the “General Terms and Conditions”), it being understood that that what applies to the Product (as defined in a.1.3) also applies to the Installation.

a.1.2 “Installation” means the Supplier’s undertaking concerning technical installation, including both hardware and software (depending on what the Product comprises of), of the Product at the Purchaser’s premises and, if specifically contracted for, commissioning.

a.1.3 In these Special Terms and Conditions “Product(s)” shall have the same meaning as in the General Terms and Conditions.

a.1.4 In these Special Terms and Conditions, the “Agreement” shall mean every individual agreement between the Purchaser and the Supplier that covers the Installation. These Special Terms and Conditions, and the General Terms and Conditions constitute an integral part of every such Agreement.

### **a.2 Preparation for and implementation of the Installation**

a.2.1 The Purchaser must, at its own expense, perform all necessary preparatory works in accordance with the drawings, descriptions and instructions provided by the Supplier. Unless the Parties have agreed otherwise, the Purchaser’s works must have been completed no later than one (1) week before the Installation is due to begin.

a.2.2 Unless otherwise is agreed in writing, the Installation must be performed during the Supplier’s ordinary working hours. For any work that the Supplier, following consultation with the Purchaser, performs at any other time, the Supplier is entitled to charge the amount applied by the Supplier for overtime work in addition to the agreed hourly rate.

a.2.3 The Purchaser must, unless otherwise is agreed in writing, place the following at the disposal of the Supplier: (i) the necessary labour, (ii) water and power, (iii) satisfactory changing, laundry and dining rooms as well as the necessary lockable areas, (iv) the necessary equipment for the Installation, and (v) access to the areas in which the Installation is to take place. With a week’s notice, the Supplier is to specify its current need for the necessary labour.

### **a.3 Timing of the Installation**

a.3.1 After the Product has been delivered, when the Agreement covers Installation, the Supplier, unless otherwise is specified in the Agreement is to perform the Installation within three (3) weeks of a written request thereto from the Purchaser. If the Installation is delayed, the provisions in item a.6 shall apply.

### **a.4 Acceptance test and approval**

a.4.1 The Supplier must notify the Purchaser when it has completed the Installation. Unless the Parties have agreed otherwise in writing, the Purchaser is to have raised any justified objections with respect to the Installation within five (5) days of receipt of such notification. If no such objections are raised, the Purchaser is deemed to have approved the Installation. If any objection is raised and the Installation is not as specified in the Agreement, the Supplier must ensure that the necessary corrections are

made as soon as possible unless the non-conformity is without significance for the use of the Product.

a.4.2 The Purchaser is not entitled to start using the Product or any part of it before it has been approved. If the Purchaser, without the written consent of the Supplier, starts using the Product before it has been approved, the Purchaser is deemed to have approved the Installation.

### **a.5 Payment for Installation**

a.5.1 Unless agreed otherwise, the Purchaser is to pay on a current account basis against monthly invoices in arrears from the Supplier. The following items are charged separately:

- (i) Agreed fixed fees.
- (ii) All travel expenses for the Supplier’s staff, all expenses for the transportation of tools and personal belongings, all expenses for board and lodging and other subsistence expenses for the Supplier’s staff during each day of absence from their place of residence, including days off work, weekends, and public holidays.
- (iii) Daily allowance according to the rules applied from time-to-time by the Supplier, which must not be excessive.
- (iv) Payment for work during ordinary working hours.
- (v) Payment for work outside ordinary working hours.
- (vi) Payment according to the rate for ordinary working hours for time spent on (a) necessary preparations for outward and return travel (b) outward and return travel and other travel to which the staff are entitled by law or under a collective agreement in the Supplier’s country, and (c) daily travel between their lodging and the place of the Installation.
- (vii) Expenses for the Supplier for the provision of equipment, including remuneration for the use of the Supplier’s own installation equipment and payment for materials as specified in item a.5.3 below.
- (viii) Payment for waiting time at the rate for ordinary working hours when work is prevented by circumstances for which the Supplier is not responsible under the Agreement.
- (ix) Taxes and charges payable on the amount invoiced which must be paid by the Supplier.

a.5.2 The Supplier is entitled to change the agreed hourly rates every six (6) months, starting six (6) months after the Agreement has been entered into.

a.5.3 If the Supplier incurs costs for materials etc., that are attributable to the Installation, the Supplier is entitled to separate compensation for them.

a.5.4 If the Purchaser does not meet its payment obligation, the Supplier is entitled to stop all work or part thereof, and all deliveries of materials without penalty. The Supplier may also immediately issue an invoice for any work that has been performed up until that point in time but not yet invoiced with terms of payment being ten (10) days after receipt of the invoice, notwithstanding other provisions in these Special Terms and Conditions and notwithstanding any other agreements on payment terms. If the Purchaser is still in default more than thirty (30) days after the Supplier has requested in writing payment of the amount due, the Supplier may give written notice of termination of the Agreement with the Purchaser with immediate effect.

### **a.6 The Supplier's liability for the Installation**

a.6.1 Pursuant to item a.1.1 above, the Supplier’s liability also covers non-conformities that are due to the Supplier having performed the Installation in a non-conforming manner, and the Supplier is liable for this as specified in the General Terms and Conditions. Delivery of the Product and the consequences of delays in relation to the Product are governed solely by the General Terms and Conditions, while delays to the Installation are governed by these Special Terms and Conditions. However, the applicable remedies concerning delays in the General Terms and Conditions are to apply.

- a.6.2 It is noted in particular that any compensation payable for delays in respect of the Installation must be calculated only on the basis of the payment agreed for the Installation which the claim concerns, and not on the basis of the price of the Product or any other calculation basis.
- a.6.3 With reference to item 6.3 of the General Terms and Conditions, the Supplier is liable for non-conformities in the Installation for one (1) year as from the time which follows from item a.4.1 of these Special Terms and Conditions concerning approval and not from the date on which the risk for the Product passed to the Purchaser.

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## **b Special Terms and Conditions - Service and Maintenance**

### **b.1 Applicability**

- b.1.1 These Special Terms and Conditions – Service and Maintenance (“Special Terms and Conditions”) shall apply when the supplier - one or more companies in the Aditech Group (“Supplier”) has assumed a contractual obligation to perform Service and Maintenance (as defined in item b.1.3) on the Product (as defined in item b.2.1) and the parties (“Parties”) – the purchaser (“Purchaser”) and the Supplier have agreed to this in writing or have otherwise entered into an agreement according to which the Special Terms and Conditions shall apply. In addition to these Special Terms and Conditions, Supplier’s performance of Service and Maintenance is also subject to the provisions in *Addtech, General Terms and Conditions* (the “General Terms and Conditions”), it being understood that that what applies to the Product in the General Terms and Conditions also applies to the performance of Service and Maintenance.
- b.1.2 The Supplier’s maintenance obligation under these Special Terms and Conditions includes troubleshooting only if this has been specifically agreed by the Parties.
- b.1.3 “Service and Maintenance” means the service and maintenance measures identified and specified in detail in each Agreement (as defined in item b.1.5).
- b.1.4 “Assignment” means the Assignment received by the Supplier to perform Service and Maintenance.
- b.1.5 For the purposes of these Special Terms and Conditions, the “Agreement” means any individual agreement between the Purchaser and the Supplier covering the Supplier’s performance of Service and Maintenance. These Special Terms and Conditions as well as the General Terms and Conditions form an integral part of any such Agreement.

### **b.2 Scope of the Assignment**

- b.2.1 The Supplier undertakes, in accordance with the provisions of the Agreement (including these Special Terms and Conditions as well as the General Terms and Conditions), to perform Assignments for Service and Maintenance on specified equipment, including accessories (‘the Product’) supplied by the Supplier.
- b.2.2 The Assignment may only be changed after a written Amendment of the Agreement. If either Party believes there is a need to change the scope of the Assignment, they are to notify the other Party in writing as soon as possible.

### **b.3 Implementation of the Assignment**

- b.3.1 The Parties shall each designate a contact person. Designated contact persons are entitled to make decisions binding on the Parties within the framework of the Agreement and to change the Assignment. However, the contact person is not entitled to amend the terms of these Special Terms and Conditions.
- b.3.2 The Supplier must perform its Service and Maintenance obligations with care and in an otherwise professional manner.

- b.3.3 Unless agreed otherwise, the Supplier is not under any obligation to provide the materials required for the performance of the Assignment.
  - b.3.4 The Purchaser must grant the Supplier access to the premises, information, documentation, equipment, and materials required for the Assignment and otherwise perform the agreed measures. The Purchaser is responsible for ensuring that the information provided to the Supplier is accurate, complete, and unambiguous. If the Purchaser fails to meet its obligations, the Supplier is entitled to compensation for the additional costs caused by such failure.
  - b.3.5 If the parties have agreed that the Purchaser shall provide supplementary services, the Purchaser is responsible for ensuring that they are performed within the agreed time or, unless a specific time has been agreed, within such time that the Supplier's work is not delayed.
  - b.3.6 The Purchaser must perform periodic maintenance of the Product in accordance with the Supplier's instructions.
  - b.3.7 During the term of the Agreement, the Supplier has the exclusive right to perform Service and Maintenance of the Product in accordance with these Special Terms and Conditions. If the Purchaser, without the Supplier's consent, performs these works himself or through another party, the Supplier is entitled to terminate the Agreement with immediate effect. However, such ongoing care and inspection that the Purchaser itself shall perform is not covered by the exclusive right.
  - b.3.8 Unless agreed otherwise in writing, the Assignment must be performed during the Supplier’s ordinary working hours. For any work that the Supplier, following consultation with the Purchaser, performs at any other time, the Supplier is entitled to charge the amount applied by the Supplier for overtime work in addition to the agreed hourly rate.
  - b.3.9 The Supplier must maintain the Product according to the procedures specified in these Special Terms and Conditions or, where no such procedures are specified, according to the procedures applied by the Supplier from time to time.
  - b.3.10 Unless the Parties agree otherwise, the Assignment will be performed at the Purchaser’s premises.
  - b.3.11 Subject to a written agreement to that effect with the Purchaser, the Supplier is entitled to assign its rights and/or obligations under this Agreement to another service provider.
  - b.3.12 The Supplier is responsible for ensuring that the Assignment is performed according to the agreed timetable if such a timetable has been drawn up by the Parties. In the event of any delay caused by the Purchaser or any circumstance on the Purchaser’s side, the Supplier is entitled to the necessary extension of the agreed performance time. The Supplier is also entitled to the necessary extension if the Assignment is changed or increased in scope or if an extension is required to ensure that staff receive leave or annual leave as prescribed by law or another statutory instrument.
  - b.3.13 All transport to and from the Supplier’s premises in connection with repair and replacement will be at the Purchaser’s expense and risk.
- ### **b.4 Payment**
- b.4.1 As to prices and payment, the General Terms and Conditions (item 4) shall apply with the following additions. Unless otherwise agreed, the Purchaser shall pay on a current account against a monthly invoice in arrears from the Supplier.
  - b.4.2 The Supplier is entitled to change the agreed hourly rates every six (6) months, starting six (6) months after the Agreement has been entered into.

- b.4.3 If the Supplier incurs costs for materials etc., that are attributable to the Assignment, the Supplier is entitled to separate compensation for them.
- b.4.4 If the Purchaser does not meet its payment obligation, the Supplier is entitled to stop all work or part thereof, and all deliveries of materials without penalty. The Supplier may also immediately issue an invoice for any work that has been performed up until that point in time but not yet invoiced with terms of payment being ten (10) days after receipt of the invoice, notwithstanding other provisions in these Special Terms and Conditions and notwithstanding any other agreements on payment terms. If the Purchaser is in default more than thirty (30) days after the Supplier has requested in writing payment of the amount due, the Supplier may give written notice of termination of the Agreement with the Purchaser with immediate effect.
- b.4.5 The Purchaser is not entitled to withhold payment pending remedying of faults or defects.
- b.5 Supplier's responsibility regarding the Assignment**
  - b.5.1 The Supplier is liable for non-conformities due to the Supplier having performed the Assignment in a non-conforming manner as specified in the General Terms and Conditions. Delivery of the Assignment and the consequences of delays in relation to the Assignment are also governed exclusively by the General Terms and Conditions.
  - b.5.2 It is noted in particular that any compensation paid for delays in respect of the Assignment must be calculated only on the basis of payment made for the Assignment which the claim concerns and not the price of the Product or any other calculation basis.
  - b.5.3 These Special Terms and Conditions deviate from item 6.3 of the General Terms and Conditions as the Supplier is only liable for non-conformities which manifest within six (6) months as from the date of delivery of the Service and Maintenance, i.e. not from the date the risk for the Product passed to the Purchaser.
- b.6 Ownership**
  - b.6.1 Ownership of parts installed belongs to the owner of the Product. Unless otherwise agreed, ownership of replaced parts belongs to the Supplier.

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## c Special Terms and Conditions - Development

### c.1 Applicability

- c.1.1 These Special Terms and Conditions – Development (“Special Terms and Conditions”) shall apply when the supplier - one or more companies in the Addtech Group (“Supplier”) has assumed a contractual obligation to provide Customer-Specific Development (as defined in item c.1.2) and the parties (“Parties”) – the purchaser (“Purchaser”) and the Supplier have agreed to this in writing or have otherwise entered into an agreement according to which the Special Terms and Conditions shall apply. In addition to these Special Terms and Conditions, Supplier’s performance of Customer-Specific Development is also subject to the provisions in *Addtech, General Terms and Conditions* (the “General Terms and Conditions”), it being understood that that what applies to the “Product” in the General Terms and Conditions, also applies to the Customer-Specific Development.
- c.1.2 For the purposes of these Special Terms and Conditions, “Customer-Specific Development” means the work to be performed by the Supplier when developing a specific solution, function, or product for the Purchaser, as specified in detail in each Agreement (as defined in item c.1.4).

- c.1.3 In these Special Terms and Conditions, “Assignment” means the assignment that the Supplier has received to perform Customer-Specific Development.
- c.1.4 In these Special Terms and Conditions, the “Agreement” refers to any individual agreement between the Purchaser and the Supplier that includes Customer-Specific Development. These Special Terms and Conditions and the General Terms and Conditions form an integral part of any Agreement.

### c.2 Scope of the Assignment

- c.2.1 The Supplier undertakes, according to the Agreement (including these Special Terms and Conditions as well as the General Terms and Conditions) to perform Assignments for Customer-Specific Development as agreed between the parties.
- c.2.2 The Assignment as set forth in the Agreement may only be changed after written agreement between the Parties. If either Party believes there is a need to change the scope of the Assignment, they are to notify the other party in writing as soon as possible.

### c.3 Performance of the Assignment

- c.3.1 Each party shall designate a contact person. The designated contact persons are entitled to amend the Assignment and make binding decisions for the Parties within the framework of the Agreement. However, the contact persons are not entitled to change these Special Terms and Conditions.
- c.3.2 The Supplier shall perform the Customer-Specific Development with care and in a professional manner. The Supplier shall also carry out the Customer-Specific Development in the manner specified in the Agreement.
- c.3.3 The Supplier is not obliged to provide the material required to perform the Assignment, unless otherwise agreed.
- c.3.4 The Purchaser must grant the Supplier access to the premises and the information, documentation, and equipment as well as the materials needed to perform the Assignment and the otherwise agreed measures. The Purchaser is responsible for ensuring that the information provided to the Supplier is accurate, complete, and unambiguous. If the Purchaser fails to fulfil its obligations, the Supplier is entitled to compensation for the additional costs arising from this. The Purchaser is responsible for all permits and notifications required to allow the Purchaser’s use and receipt of the Customer-Specific Development.
- c.3.5 If the parties have agreed that the Purchaser shall provide supplementary services, the Purchaser is responsible for ensuring that they are performed within the agreed time or, unless a specific time has been agreed, within such time that the Supplier’s work is not delayed.
- c.3.6 Unless the Parties agree otherwise, the Assignment will be performed at the Supplier’s premises.
- c.3.7 Subject to a written agreement to that effect with the Purchaser, the Supplier is entitled to assign its rights and/or obligations under this Agreement to another service provider.
- c.3.8 The Supplier is responsible for ensuring that the Assignment is performed according to the agreed timetable if such a timetable has been drawn up by the Parties. In the event of any delay caused by the Purchaser or any circumstance on the Purchaser’s side, the Supplier is entitled to the necessary extension of the agreed performance time. The Supplier is also entitled to the necessary extension if the Assignment is changed or increased in scope or if an extension is required to ensure that staff receive leave or annual leave as prescribed by law or another statutory instrument.

### c.4 Payment

- c.4.1 As to prices and payment, the General Terms and Conditions (item 4) shall apply with the following additions. The Parties may agree in writing that the payment for the Customer-Specific Development shall be limited to the Purchaser fulfilling agreed minimum commitments for the purchase of products or services from the Supplier during a certain period of time. If the Purchaser does not fulfil the agreed minimum commitments, the Supplier shall notify the Purchaser of the breach of contract, which shall be regarded as a material breach of contract. After receiving such notification, the Purchaser shall remedy the breach within thirty (30) days. If the Purchaser does not remedy the breach within thirty (30) days of receipt of the notification, the Supplier has the right to invoice the outstanding amount with the requirement that payment be made no later than ten (10) days after receipt of the invoice, without the obligation to provide additional products or materials, and may terminate the Agreement with immediate effect.
- c.4.2 If the Supplier incurs costs for materials etc., that are attributable to the Assignment, the Supplier is entitled to separate compensation for them.
- c.4.3 If the Purchaser does not fulfil its payment obligation, the Supplier has the right to stop all or part of the work and all deliveries of materials, without any liability arising from this being incurred by the Supplier. The Supplier is also entitled, in addition to and notwithstanding any other provisions of these Special Terms and Conditions and other agreements on payment terms, to immediately issue an invoice for all work performed up to then and not yet invoiced, requiring payment to be made ten (10) days after the invoice date.
- c.5 Supplier's responsibility regarding the Assignment**
- c.5.1 The Supplier is liable for non-conformities caused by the Supplier performing the Assignment in violation of the terms of the Agreement, in accordance with the General Terms and Conditions and item c.3 above. The delivery of the Assignment and the consequences of delays in connection with the Assignment are exclusively governed by the General Terms and Conditions.
- c.5.2 It is noted in particular that any compensation for delays in respect of the Assignment must be calculated only on the basis of payment made for the Assignment which the claim concerns and not the price of the Product or any other calculation basis.
- c.6 Intellectual Property Rights**
- c.6.1 Ownership of all Intellectual Property Rights arising as a result of Customer-Specific Development shall accrue to the Supplier. The Supplier in turn grants the Purchaser a worldwide, non-exclusive, unlimited license to use the results of the Customer-Specific Development.
- c.6.2 The Purchaser acknowledges and accepts that third-party software and/or materials provided as part of or together with the Customer-Specific Development may be subject to separate terms and conditions. The Supplier makes no warranties or representations about the functionality of such software and/or third-party materials and shall under no circumstances be liable in relation to such software and/or third-party materials.
- c.7 Processing of personal data**
- c.7.1 To the extent that the Supplier processes personal data on behalf of the Purchaser, the Purchaser shall be the data controller and the Supplier shall be the data processor. In addition, the Parties shall enter into a data processing agreement that regulates the Supplier's processing of personal data on behalf of the Purchaser. Processing of personal data may only take place in accordance with applicable law, in accordance with the Purchaser's instructions and as specified in the data processing agreement.
- c.7.2 If the terms of these Special Terms and Conditions conflict with the data processing agreement, the provisions of the data processing agreement shall take precedence with regard to the processing of personal data.