

General Terms and Conditions of Sale and Delivery for SEMVAC A/S – version 2025

1. Application

1.1 Application. These General Terms and Conditions of Sale and Delivery ("The Terms") apply to all deliveries of services, products, and/or spare parts from Semvac A/S, CVR number 76489912, ("The Company") to any business customer, unless otherwise expressly agreed in writing in individual cases.

1.2 By placing an order with The Company or receiving a delivery from The Company, the customer confirms that they have read and accepted The Terms.

1.3 The customer's specification of special or general conditions or requirements in tender documents, orders, order confirmations, purchase conditions, etc., shall not be deemed to be an exemption from The Terms, unless The Company has expressly accepted such an exemption in writing.

2. The Agreement Basis

2.1 The Agreement Basis. The Terms, together with The Company's offers and order confirmations, form the complete agreement basis for The Company's sale and delivery of services, products, spare parts and associated services provided to the customer ("The Agreement Basis"). The customer's purchasing conditions printed on orders or otherwise communicated to The Company do not form part of The Agreement Basis and cannot be included in its interpretation.

2.2 Amendments and additions. Oral agreements or changes are not binding unless subsequently confirmed in writing by both parties. Changes and additions to The Agreement Basis are only valid if the parties have expressly agreed to them in writing.

2.3 Legal status. Each party shall promptly notify the other party if there is a change in its status as a legal entity, or if it becomes subject to bankruptcy or restructuring proceedings, or enters into voluntary liquidation.

3. Products, spare parts and services

3.1 Products and spare parts. Products and spare parts sold and delivered by The Company to the customer are new unless specifically marked as 'Refurbished' and comply with applicable Danish law at the point of delivery. The products are delivered in accordance with The Company's standard quality unless otherwise expressly agreed. The Company reserves the right to make minor modifications to its products, provided these modifications do not degrade their quality, performance or suitability for the intended purpose. Should these modifications lead to cost changes for the products, both parties must jointly agree on any necessary price adjustments before the modifications are implemented. The Company will sell and deliver spare parts for a product for a minimum of 30 months after delivery to the customer.

3.2 Services. Services offered and delivered by The Company in relation to the sale and delivery of products or spare parts are performed with due skill and adhere to applicable Danish legislation at the time of delivery.

3.3 Limitation of liability. Products, spare parts and related services sold and delivered by The Company to the customer are intended for the agreed purpose and for use within Denmark and the EU, unless otherwise specified. Notwithstanding any terms to the contrary in The Agreement Basis, The Company shall not be held liable for any loss or damage resulting from use for a purpose other than the one intended or for use outside Denmark or the EU, unless otherwise agreed. **The customer shall indemnify The Company, to the extent The Company may incur liability for any such loss or damage.**

3.4 Special products and procured goods. Special products – those manufactured or processed per the customer's specifications – and procured goods – products purchased by The Company specifically for the customer – are non-returnable.

4. Price and payment

4.1 Price. Products, spare parts and associated services are priced in line with The Company's current price list at the time The Company confirms the customer's order, unless otherwise agreed in writing. All prices are

exclusive of VAT, taxes, customs duties, freight, insurance, special packaging and other government fees, which are the responsibility of the customer. Prices are quoted in Euros unless specifically stated otherwise.

4.2 Payment. Payment shall be made in advance as per the issued invoice or by providing a bank guarantee or other security, unless otherwise agreed in writing by the parties. Payment is only considered effective when made in the currency specified in the Company's offer and/or order confirmation and transferred to a bank account designated by The Company. **Any fluctuations in exchange rates, costs related to currency exchange, and expenses for security or bank guarantees are solely the customer's responsibility.**

4.3 Retention of title. The Company retains ownership of the sold products and spare parts, regardless of whether delivery has occurred, until the complete purchase price and all other outstanding amounts, including any interest and accrued costs, have been paid and the amount has been credited to the Company's account. The customer is obliged to store the products so they can be easily identified as the Company's products/spare parts until full payment is received. The Company is entitled to reclaim all delivered products/spare parts at any time while the retention of title is in effect. It is the sole responsibility of the customer to ensure that all products/spare parts received from The Company are fully insured against events including, but not restricted to, fire, theft and flooding until ownership of the products/spare parts has transferred to the customer. Should the products/spare parts become damaged in any way after receipt by the customer, the customer is obligated to pay The Company the full purchase price.

4.4 Security. The Company is entitled to demand satisfactory security for payment and any outstanding amounts related to the agreement at any time, either before or after the agreement is made.

5. Delayed payment.

5.1 Interest. If the customer has not settled the issued invoice by its due date or otherwise provided acceptable security, and the delay is not attributable to The Company, The Company has the right to charge interest for each commenced month in accordance with the applicable statutory default interest rate, cf. section 5 of the Danish Interest Act, corresponding to Denmark's National Bank's official lending rate plus a surcharge of eight percent from the due date until payment or security is received.

5.2 Cancellation. If the customer fails to pay a due invoice for products, spare parts or related services within 14 days of receiving a formal written demand from The Company, in addition to charging interest under clause 5.1, The Company is entitled to: (i) cancel the sale of products, spare parts and/or related services affected by the delay, (ii) cancel the sale of products, spare parts and/or related services that have not yet been delivered to the customer or require prepayment, (iii) claim compensation for any losses or costs incurred by The Company due to the customer's breach of contract, (iv) reclaim title of delivered products/spare parts, in accordance with clause 4.3, and/or (v) enforce other remedies for breach of contract.

6. Offers, orders and order confirmations

6.1 Offer. The Company's offer is valid for 30 days from the date shown on the offer unless specified otherwise within it. Upon expiry of this period, the Company's offer is automatically void. Acceptance of any offers received by The Company after the expiration of the acceptance period is not binding unless The Company informs the customer otherwise. The Company's offer may also be withdrawn with notice from The Company if the specified product is unavailable or if delivery terms are modified by a third party, such as a subcontractor.

6.2 Orders. The customer shall submit orders for products, spare parts or related services to The Company in writing. An order must include the following details for each individual product, spare part or service: (i) order number, (ii) item number, (iii) item description, (iv) quantity, (v) price, (vi) delivery date, and (vii) delivery address.

6.3 Order confirmations. The Company endeavours to provide confirmation or rejection of an order for products, spare parts or related services to the customer in writing within five working days of receiving the order, except during the Company's holiday periods, where a longer response time can be expected. An order becomes binding only once approved by The Company through an order confirmation.

6.4 Modification of orders. Once The Company has sent an order confirmation, the customer is not entitled to alter or cancel an order for products, spare parts or related services unless written consent is given by The Company. Notwithstanding, if the customer chooses to cancel the order, the customer is required to compensate The Company for costs incurred due to the cancellation or change.

6.5 Discrepancies in terms. If the Company's confirmation of an order for products, spare parts or related services does not align with the customer's order or The Agreement Basis, and the customer is unwilling to accept the discrepancies, the customer must notify The Company in writing within 10 working days of receiving the order confirmation. If The Company is not notified then the customer is bound by the order confirmation.

6.6 Product information, illustrations, drawings and details about technical characteristics and the like found in product descriptions, brochures, presentations, including on The Company's website or in printed materials, are provided solely for guidance.

6.7 The Company's information is binding only if a specific written warranty is provided by The Company for services and/or products as part of the agreement.

6.8 Information and warranties regarding third-party products are not binding on The Company under any circumstances. Nevertheless, The Company commits to provide reasonable assistance to the customer in making warranty claims against relevant subcontractors.

6.9 The customer bears full responsibility for the selection of the goods or services to be delivered, including ensuring that the customer can achieve the expected results and functionality, and that the goods or services are compatible with the customer's existing or intended operational environment.

6.10 Handling Fee. For orders with a total value of less than EUR 150, The Company will charge a handling fee of EUR 50. This also applies if an order is split by the customer into several shipments, each with a value of less than EUR 150.

7. Delivery.

7.1 Delivery terms. The Company supplies all sold products and spare parts according to Incoterms 2020 – EXW, SEMVAC A/S, DK 5260 Odense S, Denmark, standard packaged for road transport (excluding special packaging), with The Company's chosen carrier, unless otherwise agreed. The Company reserves the right to reuse standard packaging.

7.2 Delivery time. The Company aims to deliver all sold products, spare parts and associated services within the time specified in The Company's order confirmation. The specified delivery times are estimates only, unless otherwise expressly agreed in writing. The delivery date provided is the date of dispatch from The Company, in accordance with clause 7.1. **A delay in delivery does not entitle the customer to cancel the agreement or seek financial compensation, as per clause 8.2.** The Company reserves the right to deliver before the agreed delivery time, unless otherwise agreed by the parties.

7.3 Inspection and complaints. **The customer must examine all products, spare parts and related services immediately upon delivery, and always before they are put into use, to ensure they are free from defects. If the customer identifies any faults or defects they wish to claim for, it must be reported in writing to The Company immediately, and no later than five working days following receipt of the goods. The written notice must specify the particular circumstances under which the product or spare part is deemed to be non-conforming or deficient.**

The customer bears full responsibility for ensuring that the ordered goods are suitable for their intended use. In cases of manufacturing defects, the product will be returned or exchanged; beyond this, The Company is not obliged to provide compensation. Any damage incurred during transportation must be reported immediately, and the shipment should not be accepted. **If a defect or deficiency, which the customer discovers or should have discovered, is not reported in writing to The Company within five working days of the goods' receipt, the customer cannot later hold The Company accountable for those deficiencies.** The customer is responsible for returning a sample of any products or spare parts deemed non-conforming or deficient to The Company at their own expense. The customer must also retain any remaining quantities of such products or spare parts while their complaint is being processed. If The Company determines that products or spare parts are non-conforming or defective due to The Company's fault, The Company is entitled to either (i) rectify the defect by replacing or repairing the products or spare parts at no charge to the customer, or (ii) refund the purchase price for the affected products or spare parts.

7.4 Hidden defects. In cases of other defects, including hidden defects that become apparent later, the customer must lodge a complaint immediately after the defect has been discovered, and no later than two years from the date of delivery. The Company is not liable for hidden defects resulting from incorrect usage, installation or maintenance by the customer. The customer carries the burden of proof that the defects are due to circumstances for which The Company is liable.

7.5 Import and export documents. The customer must obtain all necessary import and export documents required for The Company to deliver the products or spare parts to the customer.

8. Delayed delivery.

8.1 Notification. If The Company anticipates a delay in the delivery of products, spare parts or related services, it will inform the customer, stating the reason for the delay and providing a new expected delivery date.

8.2 Liability. **The Company can only be held liable for delays if it is proven that such delays were due to gross negligence on the part of The Company. Under no circumstances can The Company be held liable for any indirect losses, including, but not limited to: business interruption, loss of time, loss of profit, rental losses or fines imposed on the customer.**

9. Warranty.

9.1 Warranty. The Company guarantees that products, spare parts and associated services are free from significant defects in design, materials and execution for 24 months following delivery. For parts replaced under warranty, the warranty period is 24 months from the date of replacement, but no more than 36 months from the original delivery.

9.2 Exemptions. The Company's warranty does not cover wear parts and defects or deficiencies caused by: (i) normal wear and tear, (ii) storage, installation, use or maintenance not in accordance with The Company's instructions or common practice, (iii) repair or modification not carried out by The Company, and (iv) other circumstances for which The Company bears no liability. This includes the use of non-original spare parts, operating situations that deviate from the intended use of the product, such as the use of water with a hardness $\geq 30^\circ$, as well as irregular power and air supply, etc.

9.3 Notification. If, during the warranty period, the customer discovers a defect or deficiency that they wish to claim for, The Company must be immediately notified in writing. If a defect or deficiency that the customer discovers or should have discovered is not immediately notified in writing to The Company, a claim cannot be made at a later date. The customer must provide The Company with the information regarding a reported defect or deficiency requested by The Company.

9.4 Inspection. An inspection fee will normally be imposed on goods returned in connection with a complaint/warranty. Shipping costs for returning items under warranty are the responsibility of the sender. The fee is

waived if the item is found to be deficient or covered by the warranty and also if the customer wishes to have the item repaired at their own cost. For service tasks carried out by The Company, a 12-month warranty is provided on the work performed and a 24-month warranty on the replaced parts. The Company's warranty obligation is generally calculated from the date of the invoice, unless otherwise agreed.

- 9.5 **Rectification.** Within a reasonable period after The Company has notified the customer, in accordance with clause 9.4, that a defect or deficiency is covered by the warranty, The Company will rectify the fault or deficiency by: (i) replacing or repairing defective parts, or (ii) sending parts to the customer for the customer to effect the replacement or repair.

10. Liability

- 10.1 **Liability.** Each party is liable for its own actions and omissions according to the general rules of Danish law, together with the limitations and exceptions in The Agreement Basis.

- 10.2 **Product liability.** The Company is liable for product liability regarding delivered products and spare parts, to the extent that such liability arises from mandatory legislation. **The customer shall indemnify The Company to the extent that The Company may incur additional product liability beyond this.** Under no circumstances can The Company be held liable for damages or other consequences arising from or related to inappropriate or unauthorised use of The Company's products and spare parts by the customer and/or a third party.

- 10.3 **Limitation of liability.** The Company's total liability in relation to a delivery is limited to 20% of the purchase price for the specific delivery of the product, spare part and associated service (excluding VAT), as specified in The Agreement Basis. The limitation of liability does not apply if The Company has acted with intent or gross negligence.

- 10.4 **Indirect losses.** Notwithstanding any conflicting terms in The Agreement Basis, The Company is not liable to the customer for indirect losses, including loss of production, sales, profit, time, data or goodwill, or any other indirect loss, unless caused intentionally or through gross negligence.

- 10.5 **Force majeure.** Notwithstanding any conflicting terms in The Agreement Basis, The Company is not liable to the customer for non-fulfilment of obligations attributed to force majeure. The exemption from liability persists for as long as the force majeure situation continues. Force majeure is defined as events beyond The Company's control that could not have been foreseen at the time the agreement was entered into. Examples of force majeure include, but are not limited to, riots, civil unrest, war, terrorism, fire, flood, official directives, cyber-attacks, strikes, lockdowns, pandemics, epidemics, lack of transportation, supply shortages, illness, delays or deficiencies in deliveries from subcontractors, production or testing accidents, or energy supply failures.

11. Intellectual property rights

- 11.1 **Proprietary rights.** All proprietary rights to intellectual property concerning products, spare parts and related services, including patents, trademarks, designs, logos, copyrights and trade secrets, belong to The Company.

- 11.2 **Infringement.** If the delivered products or spare parts infringe upon third-party's intellectual property rights, The Company shall, at its own expense: (i) ensure the customer has the right to continue using the infringing products or spare parts, (ii) modify the infringing products or spare parts so they no longer infringe, (iii) replace the infringing products or spare parts with non-infringing ones, or (iv) buy back the infringing products or spare parts at the original net purchase price, less 25% per year since delivery. The customer has no other rights in relation to the infringement of third-party intellectual property rights by products, spare parts or associated services.

12. Confidentiality

- 12.1 **Disclosure and use.** The customer must not disclose or use, nor enable others to use, The Company's trade secrets or any other information, regardless of the nature, that is not publicly available.

- 12.2 **Protection.** The customer must not improperly seek or attempt to gain knowledge of, or access to, The Company's confidential information as described in clause 12.1. The customer shall handle and store the information securely to prevent it from inadvertently being disclosed to others.

- 12.3 **Duration.** The customer's obligations under clause 12.1-12.2 apply during the business relationship and continue indefinitely after the termination of the business relationship, regardless of the reason for termination.

13. Processing of personally identifiable information

- 13.1 **Processing.** The Company processes personal data in strict compliance with the General Data Protection Regulation and related legislation. Information regarding the customer's name, email address, telephone number, etc., is used solely for processing the customer's order, maintaining communication with the customer, and general customer care.

- 13.2 **Data subject rights.** The Company complies with the rights of data subjects (including the right to access, rectification, deletion, restriction of processing, objection, data portability, complaint, and the right not to be subject to a decision based solely on automated processing, including profiling).

- 13.3 **Storage and disclosure.** The Company stores the information for as long as is necessary for the purpose for which it is processed. The Company does not disclose, sell, or otherwise transfer information to third parties unless the customer has given consent.

- 13.4 **Contact.** Should the customer wish to obtain information about what data is being processed, or to have data deleted or corrected, the customer can contact The Company.

14. Validity

- 14.1 **Validity:** If one or more provisions of The Agreement Basis or parts thereof are declared invalid or unenforceable due to mandatory legislation, subsequent changes in legislation, or regulatory requirements, such provisions will not be considered part of The Agreement Basis. In such a case, the invalid provisions shall be substituted with valid and enforceable terms that closely approximate the purpose and legal standing of the original invalid provisions. The validity of the remaining provisions of The Agreement Basis shall not be affected by this.

15. Waiver

- 15.1 The Company's failure to exercise or enforce any right under these Terms shall not constitute a waiver of that right or the right to exercise or enforce it at a later time.

16. Applicable law and jurisdiction

- 16.1 **Governing law.** The parties' trade is in all respects subject to Danish law. The terms and conditions are subject to Danish law, excluding Danish rules on choice of jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to sales under these Terms and Conditions.

- 16.2 **Jurisdiction.** Any dispute between the buyer and The Company shall be resolved according to Danish law by the Maritime and Commercial Court unless otherwise agreed in writing.