

General terms of sale and delivery, version 1/2021

1. Scope

- 1.1 These general terms of sale and delivery ("Delivery Terms") apply to all offers, order confirmations and agreements with DANSAND A/S ("DANSAND") concluded between DANSAND and DANSAND's customers ("buyer") on the purchase and delivery of products, goods and services, unless otherwise expressly agreed.
- 1.2 In the event of discrepancy between a buyer's purchase terms or similar and these Delivery Terms, the latter will apply. No other standard terms apply in the relationship between DANSAND and the buyer, including AB 18, unless otherwise agreed in writing between the parties.

2. Offer and acceptance

- 2.1 Offers from DANSAND are valid for 4 weeks from the date of the offer.
- 2.2 The buyer's written acceptance must be without reservations regarding the terms stated in the offer and must reach DANSAND before expiry of the acceptance deadline. If the buyer's acceptance is inconsistent with the offer, the acceptance is considered as a new offer. DANSAND is not bound by the contents of the acceptance, unless DANSAND has accepted the new offer in writing and it is very clear from the situation that DANSAND was aware of the inconsistency.
- 2.3 All offers are made subject to prior sale.
- 2.4 Buyer's cancellation or change of an order after conclusion of the contract can take place only with DANSAND's written acceptance, which DANSAND may condition on the buyer reimbursing DANSAND's costs and losses in connection with the cancellation or change.

3. Prices

- 3.1 Stated prices are based on the applicable prices and costs at the time of the offer/the order confirmation, including materials prices, work wages and other manufacturing costs. To the extent that freight, insurance, customs duties and other similar costs are included in a stated price, the same applies to such costs.
- 3.2 Only if agreed in writing with the buyer are items sold including packaging. On lack of such agreement, the buyer may be charged separately for pallets and other outer packaging.
- 3.3 Changes in prices and costs under this clause 3 up to the time of delivery entitle DANSAND to regulate the offered/confirmed prices accordingly.
- 3.4 DANSAND is further entitled to a proportional price reduction in the event of any change in exchange rates detrimental for DANSAND, including changes in the exchange rate of the agreed currency relative to DKK as well as changes in the exchange rate of DKK relative to the agreed currency, in the period from placing the order/order confirmation until delivery. Unless otherwise stated, prices do not include VAT or any other duties and are stated under the presumption that VAT and other public charges will not change prior to delivery, in which event DANSAND is entitled to adjust the offered price accordingly.

4. Quantity

- 4.1 On bulk delivery, DANSAND reserves the right to deliver plus/minus 10% of the agreed quantity against a corresponding increase/reduction in the purchase sum without being liable towards the buyer. DANSAND always invoices according to the quantity actually delivered.
- 4.2 Weights stated in transport documents, delivery notes, etc., are the weights measured by DANSAND when loading onto belt conveyer or platform scale.
- 4.3 On any statement of weight, the buyer is obligated to accept the following tolerances above/below the relevant weight stated without DANSAND being liable towards the buyer:
 - On bulk delivery: ± 1.0 weight-% of the loaded quantity
 - In bags and big bags: ± 0.5 weight-% of the total unit quantity.

5. Quality

- 5.1 DANSAND has a Factory Production Control (FPC) system, monitored by a third party in accordance with DS/EN 12620 and DS/EN 13139, and has further established the required quality

management system covering other processes and procedures that are not included in the FPC system.

- 5.2 The exit control performed by DANSAND applies and is taken into account on assessment of whether the product supplied to the buyer is defective.
- 5.3 DANSAND expressly notes towards the buyer that deliveries of sand products may contain megacrysts, as stated in the declarations. In such event, DANSAND is not liable for any exceeding of the maximum grain size, and the buyer is granted no remedy or right of compensation, as such deviations do not constitute a defect.

6. Delivery

- 6.1 For all contracts, delivery is subject to applicable INCOTERMS EX WORKS DANSAND's address in Brædstrup, Denmark.
- 6.2 If DANSAND chooses to dispatch, dispatch is done on behalf of the buyer and at the buyer's account and risk. DANSAND assumes no liability for loading and securing goods in the transportation vehicle. The buyer will pay all delivery costs connected with the transport. In such event, the right of disposal under transportation law remains with DANSAND, who is also entitled to dispatch against cash on delivery.
- 6.3 Time of delivery is calculated from the date when DANSAND receives complete information from the buyer about the execution of the order.
- 6.4 All delivery dates are approximate and non-binding for DANSAND.

7. Payment

- 7.1 Payment takes place in accordance with DANSAND's order confirmation or invoice.
- 7.2 The purchase sum falls due for payment 8 days after the invoice date. On overdue payment, Interest of 1.5% per commenced month will accrue.
- 7.3 If the buyer fails to meet the payment condition, DANSAND is entitled to cease its performance of any other orders placed by the buyer. If the outstanding amount is not paid within an extended deadline set out by DANSAND, DANSAND is entitled to cancel all concluded contracts with the buyer and demand compensation.
- 7.4 In no event is the buyer entitled to set off DANSAND's claim for payment, unless DANSAND has accepted such set-off in writing.

8. Retention of title

- 8.1 Until payment is made, DANSAND retains title to the ordered products if the purchase sum exceeds DKK 2,000 not including VAT.
- 8.2 DANSAND reserves the right to demand that upon request the buyer provides a bank guarantee or other acceptable security towards DANSAND as a condition for acceptance of a purchase order. DANSAND also reserves the right to demand cash on delivery as a condition for accepting the order.

9. Force majeure, etc.

- 9.1 In the event of force majeure, which includes strike (legal as well as illegal strikes and stoppages), lockout, fire, flooding, major machine failure, extensive operation disruption, state of war, import and export bans, seizure, measures taken by the authorities, delay during transportation, failure of or defective delivery from subsupplier, lack of raw materials or power, theft, vandalism, epidemics, pandemics or other events of which DANSAND has no control, DANSAND is entitled to postpone or cancel its performance. In the event of postponement or cancellation, the buyer cannot claim damages or make any other claim against DANSAND.

10. Time of delivery and consequences of delayed delivery

- 10.1 In the event of delayed delivery relative to the agreed time of delivery as a consequence of force majeure or due to circumstances pertaining to the buyer, the time of delivery will be extended to the extent deemed reasonable under the circumstances.
- 10.2 In the event that delivery is prevented for four weeks due to force majeure, each party is entitled to cancel the contract without either party having to pay damages as a consequence of such cancellation. In the event of delay - without force majeure - attributable to DANSAND, the buyer must complain to DANSAND immediately and no later than three days after delivery was to have taken place. If

this deadline is not observed, DANSAND cannot be held liable for any delay.

10.3 In any event, DANSAND may be held liable only for the buyer's documented loss as a result of the delay in accordance with the general rules of Danish law. No compensation is paid for consequential damage, including operating loss, time loss, loss of profits, loss on interest, loss as a result of the buyer's legal position towards a third party or other indirect loss, and compensation will in no event exceed the invoice value of the agreed purchase sum (not including VAT or public duties) for the part of the delivery that is delayed.

11. Examination and complaints

11.1 The buyer is obligated to examine delivered products immediately upon receipt.

11.2 Complaints must be made in writing no later than eight days from the invoice date. Otherwise the buyer's right to claim any defects will lapse.

11.3 DANSAND's liability for defects will lapse no later than two years after delivery of the product.

12. Liability for defects

12.1 A product is defective if the qualities of the product are not consistent with what was agreed and this results in the elimination or material reduction of the intended application of the product, or if the product lacks qualities that DANSAND has warranted towards the buyer.

12.2 The buyer has no right to complain about errors or defects owing to:

- the buyer's use of the product contrary to applicable instructions or terms of use for the relevant product or DANSAND's specifications,
- lack of compliance with applicable instructions and requirements regarding maintenance of the product as stated by DANSAND or the manufacturer of the relevant product or as follows from legislation, or
- buyer's processing of the delivered product.

13. Remedy of defects

13.1 In the event of defects, DANSAND is entitled at its own discretion either to i) remedy or replace at no expense to the buyer, or ii) accept the return of the defective product against a refund of the purchase sum paid for the defective product.

13.2 DANSAND's liability for defects is limited to such remedy, replacement or refund against return as set out in clause 13.1, and the buyer cannot rely on any other remedies for breach towards DANSAND in such event. This also applies if the product has a defect that the buyer could not or should not have been able to ascertain on delivery.

13.3 Replacement is effected to the place of delivery, see clause 6.

13.4 If DANSAND's attempts to remedy or replace fail twice, the buyer is entitled to demand a proportional discount or to cancel the contract. The buyer can make no further claims in relation to the relevant defect.

13.5 If the buyer makes attempts of remedy without awaiting DANSAND's exercising of its right of remedy, the buyer's right to invoke the defect will lapse, including the buyer's right to claim damages, unless such remedy was urgent and it would be unreasonably onerous for the buyer to await remedy by DANSAND.

13.6 Expenses incidental to any dismounting and mounting in connection with replacement or remedy are paid by the buyer.

14. Returns

14.1 Return of products is accepted only on prior written agreement. Return of sand in a silo vehicle is not accepted, and return of packaged products is accepted only if the product/package is completely intact. Further, at least 10% of the invoice sum will be deducted unless otherwise agreed.

15. Packaging

15.1 With the exception of EUR exchangeable pallets, return of packaging is not accepted.

16. Damages due to defects

16.1 A buyer is entitled to claim damages due to defects only if the buyer proves that the defect is due to DANSAND's negligence.

16.2 Only if DANSAND will not replace or has not taken steps to remedy within a reasonable period of time in accordance with clause 13.1 may the buyer claim damages due to defects.

16.3 Any claim for damages may include only the buyer's direct loss as a consequence of the product's defect. No claim for damages can be made in relation to consequential loss or damage, operating loss or other indirect loss. In no event can the total liability that may befall DANSAND in the event of a defect exceed the invoice value (not including VAT or public duties) of the defective products.

17. Liability for damages, including product liability

17.1 DANSAND is liable only for damage to people and property caused by the products and services sold to the extent that such liability follows from statutory regulations and it is proved that the damage is due to defect or neglect for which DANSAND is responsible or due to others for whom DANSAND has assumed responsibility. In particular, DANSAND is not liable for commercial property damage caused by errors in construction or manufacturing defects.

17.2 DANSAND's product liability for damage to property is limited to DKK 5,000,000 per year.

17.3 In no event is DANSAND responsible – or liable – for operating loss, loss of profits or similar indirect loss, including daily penalties, for which claims are filed as a result of product liability damage. To the extent that DANSAND would be subject to product liability towards a third party, the buyer is obligated to indemnify DANSAND to the extent that DANSAND's liability is limited in accordance with these Delivery Terms. In the event an action is brought against the buyer, the buyer is obligated to keep the proceedings at the same court or arbitration tribunal that processes the product liability case against DANSAND.

17.4 However, if the buyer can prove that DANSAND acted grossly negligently, DANSAND is liable in damages for any damage to commercial property suffered by the buyer. However, nor on this type of damage is DANSAND liable for any operating loss or any other indirect loss suffered by the buyer.

18. Clause on supplies for construction work

18.1 On supply of materials to construction work in Denmark, for which a particular agreement on extension of the liability period is concluded in writing with DANSAND, the following rules apply as well:

18.2 DANSAND's liability for defective supplies will cease five years after handover of the construction work in which the supplies are used. However, on delivery to stocks or for resale, liability will cease no later than six years after delivery to the buyer. If it is deemed to have been proved that a claim pertaining to defective supplies cannot – or can only with great difficulty – be successfully filed against the buyer or against subsequent buyers, the claim may also be filed directly against DANSAND. Also in such event, DANSAND may be held liable for defects only to the extent that DANSAND's own order delivery is defective and only to the extent that follows from DANSAND's own contractual relationship with the buyer, including in particular these Delivery Terms.

18.3 However, DANSAND acknowledges that in the circumstances set out in this clause 18, legal proceedings may be commenced against DANSAND together with the buyer or subsequent buyers in consequence of the parties' mutual relationship.

18.4 Such dispute is settled by the Danish Building and Construction Arbitration Court (*Voldgiftsretten for Bygge- og Anlægsvirksomhed*).

19. Governing law and jurisdiction

19.1 Any dispute arising in connection with a purchase contract or these Delivery Terms, and on which the parties cannot reach an agreement through prior negotiation, will be settled by the Court in Horsens and pursuant to Danish law, with the exception of the Danish international conflict of law rules. Proceedings may not be commenced before any other court of law.

These Terms of sale and delivery are also available at www.dansand.dk