

Terms of Sales and Delivery

§ 1 General

1. The following terms and conditions of sales and delivery apply to all offers, order confirmations, and deliveries regarding products and services (each of these products and services hereinafter referred to as "service") from TN Tools A/S, Business Registration Number (CVR) 45698971 ("TN") to the Customer, issued or entered into from and including 24-06-2025. The customer's terms and conditions of purchase, if any, shall not apply.

2. TN's offers are valid for 3 months, unless another deadline is specified in the offer. An agreement for the delivery of the service only exists when the Customer has received TN's order confirmation, and only this order confirmation, together with these terms and conditions, constitutes the basis for the agreement for the delivery in question.

3. TN assumes no liability or obligation to match the suitability of its services for the purposes of the Customer.

4. If a service is to be produced and/or delivered in accordance with drawing materials or other graphic representation of an item, it is the responsibility of the Customer to thoroughly check the accuracy and completeness of the production drawing that TN may present or send to the Customer for such review. The Customer must also approve such drawing for production, possibly with the Customer's corrections, before production is initiated. If the most appropriate way to perform the above-mentioned review is through sample production and item measurement, it is the responsibility of the Customer to arrange for this before releasing the drawing or item for production.

5. For shipments requiring packaging, TN is entitled to apply a packaging and environmental fee. Packaging cannot be returned.

6. Unless otherwise agreed in writing, all intellectual property rights, including drawings, sketches, technical specifications, etc., are the property of TN and may not be copied or transferred to third parties without prior written consent from TN. The delivered products may also not be produced, imitated, or transferred to third parties for this purpose. Drawings that TN has made for use in offers or deliveries must be returned upon request.

7. If the product is manufactured or processed according to the Customer's instructions, the Customer warrants that the product or processing does not infringe third-party intellectual property rights. If the product or processing is protected by intellectual property rights, The Customer must inform TN of this. The Customer shall indemnify TN against any claim made against TN due to the

Customer's failure to comply with the above notification obligation.

8. If TN gives particular approval for a cancellation or change, the Customer is obligated to pay the costs and administrative fees associated with the cancellation or change.

§ 2 Transfer of Risk, Delivery Time, Delays

1. Delivery is carried out ex works (Incoterms 2010) at TN's delivery warehouse in Bjæverskov. If the Customer does not pick-up the delivery, the Customer is invoiced separately for shipping and transport insurance costs. TN is entitled to make partial deliveries.

2. Any delivery time stated in the offer is an estimate and therefore not binding. The delivery time stated in the order confirmation is subject to the Customer approving any production drawing no later than one (1) working day after sending the order confirmation.

3. It shall not be considered a delay in delivery if and as long as the failure to deliver on time is due to unforeseen delays or failures in deliveries from TN's suppliers or subcontractors, or unforeseen obstacles for TN or its suppliers or subcontractors, such as force majeure, including fire, import and/or export restrictions, government actions, mobilization, war, strikes, lockouts, riots, natural disasters, or similar circumstances that TN or its suppliers or subcontractors have no control over.

4. If it becomes impossible, significantly hampered or more expensive to implement a delivery due to the circumstances referred to in § 2.3, TN has the right to withdraw from the purchase agreement in whole or in part without liability. If it can reasonably be expected that the circumstance will last for more than 2 months, both TN and the Customer have the right, up to 14 days after it is established that the circumstance can reasonably be expected to last for more than 2 months, to withdraw from the affected part of the purchase agreement without liability.

5. If there is a significant delay in delivery, the Customer can only cancel the purchase if TN has not made the delivery up to 4 weeks after receiving a written demand for delivery made after the agreed delivery time. The Customer's cancellation can only apply to the portion of the delivery that has not yet been delivered by the time the demand deadline expires.

6. TN is only liable for loss and damage as a result of delay if the damage or loss is due to TN's intentional or grossly negligent conduct. No compensation is given for operating losses, loss of profits, imposition of contractual penalties, loss of interest on

withheld funds, indirect loss, or consequential damages.

7. If the Customer requests an extension of the delivery time, TN is entitled to invoice the Customer for storage costs and increased production costs, including costs for altering the production schedule. In addition, TN is entitled to invoice the purchase amount for deliveries already produced, in accordance with the agreed payment terms.

§ 3 Claims and Defect Liability

1. The Customer shall immediately notify the carrier in writing of any transport damage (e.g., by noting it on the waybill or the receipt), and the Customer shall immediately notify TN in writing of any such complaint.

2. The Customer shall be obliged to thoroughly inspect the delivered goods without delay, but no later than 2 working days after receipt and under all circumstances before any further disposition for use. Deficiencies that could have been identified during such an inspection cannot be invoked later.

3. TN is responsible for ensuring that the delivered services are free from material and manufacturing defects. TN's liability for defects ceases 2 years after the date of delivery. The aforementioned liability period for defects also applies in cases of mandatory recalls by authorities, according to the Danish Sale of Goods Act § 54, paragraph 2.

4. TN shall not be liable for defects if the Customer has neglected to secure claims against third parties (e.g., the carrier). Measures taken by TN to limit loss or damage shall never be considered as an acknowledgment of the existence of defects. Any substantive handling of complaints shall not be regarded as a waiver of the objection that the complaint was made too late or is unfounded.

5. If there are defects for which TN is responsible, the Customer's remedies for defects, at TN's discretion, consist of rectification, including regrinding or modification of tools, or redelivery. If rectification or redelivery does not occur within a reasonable period specified in writing by the Customer, or if new defects arise, the Customer is entitled to a proportionate reduction or to cancel the purchase of that part of the delivery that remains defective. Defective services must be returned to TN at TN's expense, with the Customer bearing all other costs (e.g., for assembly or disassembly, connection, rework, or new production of items that may have been produced using TN's defective services, etc.).

6. TN is entitled to make rectification or redelivery conditional upon the Customer's fulfillment of its payment obligations towards TN.

7. TN is not liable for damages or losses due to normal wear and tear, incorrect operation, faulty or poor installation, treatment, commissioning or maintenance, changes made without TN's prior written approval, or overload of objects with which the services provided interact or are connected, or for damage or loss resulting from the incompatibility of other products with TN's services. The Customer shall be responsible for the maintenance of the services provided. TN is only liable for losses and damages resulting from defects if the loss or damage is due to TN's intentional or grossly negligent conduct. Loss of operation, loss of profit, contractual penalties, lost interest on retained funds, indirect loss, or consequential damages shall not be compensated.

8. TN is not liable for damages or losses caused by the Customer's or third party's actions, including during processing, installation, or start-up of TN's services, or due to other circumstances that cannot be immediately attributed back to TN's services.

§ 4 Limitation of Liability and Product Liability

1. To the extent that claims for damages are not covered by the above provisions or in this § 4, it is stipulated that such claims are excluded, unless TN has caused damage or loss through intentional or grossly negligent conduct. Thus, TN also disclaims any liability not stipulated by law, including liability for products developed through legal practice.

2. TN's liability for defects and delays cannot collectively exceed an amount equivalent to the agreed purchase price for the defective or delayed service multiplied by 10.

3. TN assumes product liability in accordance with the mandatory laws, including for personal injury and damage to goods, that, by their nature, are usually intended for non-commercial use and have primarily been used by the injured party in accordance with this. TN is not liable for damage to other things than those mentioned, including damage to commercial property, or liable for damage to things in which TN's services are included, or which TN's services are used for processing or manufacturing, unless the damage is due to intentional or grossly negligent conduct, or the damage is covered by insurance and then only to the extent that the specific liability insurance covers in relation to the specific damage; any deductible on such liability insurance will be deducted from the compensation payment to the Customer.

4. Should TN be found liable for product damages with respect to a third party, the Customer is obliged to indemnify TN for any liability imposed on TN that exceeds TN's liability according to these sales and delivery terms. The Customer is required to be sued in the same court or to be summoned before the same arbitration tribunal that handles compensation claims against TN in connection with the delivered services. The Buyer is obliged to immediately inform TN if a product liability claim is raised against the Customer, wholly or partially due to TN's services.

5. Under no circumstances is TN liable for loss of operations, loss of profits, imposition of liquidated damages, loss of interest on withheld funds, indirect loss, or consequential damages in any of the cases outlined in Section 5.

§ 5 Prices and Payment Terms

1. All prices are upon delivery at the delivery location. All prices are exclusive of VAT and other public fees or charges. Prices are also

quoted excluding shipping, packaging, and any handling fees.

2. Prices in offers are given subject to documented changes in public charges, exchange rate fluctuations, wage changes, and price increases on raw materials after the time of the offer, which implies that the price may be increased accordingly up to the time of the agreement.

3. The Customer agrees to receive invoices electronically. The purchase price is due for payment no later than the date indicated on the invoice as the last timely payment date. If no such date is indicated, payment is due upon delivery. If there is a delay in payment, a late payment interest of 2% per commenced month will accrue.

4. The Customer may only offset against claims that TN has acknowledged, or that have been determined by a legally binding court or arbitration decision.

5. If the Customer is late in payment for any delivery from TN, all of TN's other outstanding claims against the Customer are immediately due for payment. In these cases, TN is also entitled to withhold or stop all further deliveries to the Customer.

§ 6 Applicable Law and Venue

Disputes arising out of these sales and delivery terms, as well as offers, order confirmations, and deliveries issued or carried out in accordance with these, shall be resolved at TN's domicile under Danish law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

TN Tools 24-06-2025