

## Sales conditions for Midform (excluding Poland)

### 1. General

These conditions of sale and delivery are applicable on deliveries of products, plants and components manufactured, delivered and/or erected by Midform (the "Supplier"). Such products, plants and components are hereinafter jointly referred to as the "Products". These conditions apply as a complement to the parties' separate contract or any other corresponding written agreement, such as for example offers and orders preceding the delivery (the "Agreement"). In the event the provisions of these conditions of sales and delivery and the Agreement should be in conflict the documents shall take precedence in the order listed below.

#### 1. The Agreement

#### 2. These conditions of sale and delivery

Any deviation from the above-mentioned documents shall be approved in writing by the Supplier in order to form part of the parties' agreement. This means inter alia that the purchaser's conditions of purchase are applicable between the parties only after the Supplier's written approval.

### 2. Offers / Prices

When nothing is specifically stated, offers are non-binding without binding, and for orders of greater or lesser quantity than offered, we reserve the right to change the price and delivery time. Offers are binding on us only if, upon receipt of final specified order, we are still able to procure the goods at the prices, rates, delivery times and other conditions on which our offer was based. All prices indicated in the Offer are exclusive of value added tax and packaging costs.

### 3. Orders

The Contract is binding on both Buyer and Seller once Buyer has received Seller's written order confirmation. Cancellation can then only be made by agreement, and only if the Seller is indemnified for its costs and lost profits in connection therewith. Only written agreements apply.

### 4. Sample / Validation

Samples only show color, size and quality in general, which is why the Seller is not responsible for any discrepancies unless the discrepancies are significant and for the Buyer unpredictably large in relation to the samples presented.

### 5. Weight and Dimensions

All stated weights and dimensions are approximate and the deviations will not result in the liability of the Seller.

### 6. Delivery and Conditions of delivery

The stated delivery times are determined at the Seller's best estimation and otherwise subject to strike, lock-down, disruptions, delayed material deliveries, documented lack of labor, prohibition on import and export or lack of or delayed authorization thereof, war or other matters over which the Seller has no influence. If a delay occurs due to such circumstances, the Seller is not liable for damages, and the Buyer can only terminate the agreement if delivery does not take place within a reasonable time after the fact that caused the delay has ceased. The stated delivery times are calculated from receipt of a confirmed order. Delivery can be suspended as long as the Buyer defaults on any obligations to the Seller, whether the breach relates to the delivery in question. If, for whatever reason, there is any doubt as to the Buyer's ability to pay at the time of payment, the Seller shall be entitled to refuse delivery until the Buyer has provided an appropriate security for payment by the Seller. If delivery is delayed due to Buyer's circumstances, Buyer is obliged to pay at agreed payment time. Unless otherwise stated in the Contract / Agreement the Products are delivered Ex Works the Supplier's factory in accordance with the valid Incoterms at any time.

### 7. Payments terms

Unless otherwise agreed in writing, quoted prices are calculated ex works or stock and the total purchase price is paid in cash upon delivery. In the case of installment purchases, upon delivery only the agreed cash payment and any exchanged goods are paid, while the balance purchase price is settled in accordance with a written agreement between the parties. All payments are made postage-free to the Seller or to the person to whom the claim may be transferred. The Seller reserves the right to write off any payment from the Buyer on any previous claims thereon. If the Buyer fails to comply with the payment method provided, or if he violates any obligations incumbent on him in relation to the trade agreement and these terms of sale or delivery, or he disposes of his business, the outstanding debt, plus interest and costs, shall immediately become due for indemnity payment. Any errors or omissions do not entitle the Buyer to withhold payment of the purchase price or any part thereof.

### 8. Shipping and Packaging

All goods are shipped in this way The seller at all times finds the most appropriate and without any responsibility for any shipping differences. Shipping is at the Buyer's expense and risk, and therefore damages and delays during shipping are not compensated. Costs for special packaging, such as wooden boxes, frames, pallets and the like, listed outside the agreed purchase price. Pallets and pallet frames that have been invoiced by Midform can be returned at a reduced price of 15%. Returns within three months of delivery.

### 9. Quality

In connection with deliveries, the Buyer has prepared delivery specifications. Midform A / S is solely responsible for fulfilling the requirements. If a test item has been prepared, this standard applies, but only to the extent that any delivery specifications require this.

### 10. Complaints and liability for defects

The buyer must immediately upon receipt, and before using or processing the goods, inspect the goods delivered to ensure that they are defective, including that agreed tolerances are acceptable. The Seller undertakes to carry out a final check before the goods leave the Seller's place. Complaints about defects, including quantity deviations that have been or should have been established by such a check, must be made immediately and absolutely within 8 days after delivery of the goods at the Buyer's place in order to be accepted. Other defects must be advertised immediately after the Buyer should have discovered the defect, and at the latest within one (1) year. If the goods are to be assembled or included in a fitting, the Buyer must ensure that the goods are inspected - before the installation is started - for defects, since complaints cannot take place after installation has commenced.

### 11. Storage conditions

Wood is a "living", sensitive material that works in accordance with the degree of relative humidity, so it is important that the relative humidity during storage is approx. 50%, which is normal at room temperature. If the products are exposed to large temperature differences it will affect the relative humidity of the product. The products must be stored under observation of these conditions.

### 12. Warranty

The seller provides a 12-month warranty for manufacturing or material defects on new products, so that the defective part is replaced or repaired within this time limit free of charge. For parts not manufactured by the Seller, replacement or repair is carried out, only to the extent that this can be done under the warranty provided by the Seller's subcontractor. Seller shall not be liable to compensate Buyer for any loss or costs arising from errors, nor shall Seller assume any further liability for consequential damage to person or property, loss of time, loss of profit, loss of earnings, loss of stored goods or other indirect loss. It is clarified that Seller shall not be liable for Buyer's possible further processing costs - nor any costs previously incurred - and that Seller is therefore only obliged to supply new defective product / repair on already delivered product. Seller shall not be liable for damages resulting from improper operation and unjustifiable treatment of the goods sold and damage resulting from normal wear and tear. The seller is not responsible for any nuisance or damage, including inconvenience in the form of dust and odors, which the use of the sold may cause to third parties. Claims and claims of guarantees of all kinds must be made in writing to the Seller without undue delay after the alleged fact has been established, otherwise the Buyer forfeits his right. Any improvements made by anyone other than the Seller are not covered under the warranty. The warranty is only valid if the Buyer complies with its obligations to the Seller. Redelivery or repair as a result of complaints does not extend the warranty period. Operational losses, time losses, loss of profits or other indirect losses are not covered by the Seller.

### 13. Retention of title

The delivered Products remains the Seller's property until the purchase price and any other benefits, including interest and any costs, are fully paid. The Buyer is obliged to keep the purchased insured for the full value against any risk for which insurance can be taken out, and in the event of the sale being destroyed, the Buyer is ineligible to withdraw the insurance sum before the Seller is fully covered. The buyer must at all times, on request, prove that proper insurance has been taken out and maintained.

### 14. Third party claims

If the Supplier incurs liability towards a third party that has purchased the Products from the purchaser or from downstream distributors, the purchaser shall indemnify, defend and hold the Supplier harmless against any and all such claims.

### 15. Legal Venue and applicable Law

Any dispute shall be settled by the Maritime and commercial Court in Copenhagen (So-og Handelsretten) in accordance with Danish law, including CISG (United Nations Convention on the International Sale of Goods).