

TERMS AND CONDITIONS OF SALES AND DELIVERY

REV - 01

1. General

1.1. Unless otherwise agreed in writing in the order confirmation, these general Sales and Delivery conditions (hereinafter "Terms") apply to Plast Solutions ApS', Limfjordsvej 1, 6715 Esbjerg N (hereinafter "Plast Solutions") deliveries and services to the customer.

2. Offer

2.1. Plast Solutions' written offer, which does not specify an acceptance deadline, lapses if the corresponding acceptance has not reached Plast Solutions within 30 days from the date of the offer. Oral offers must be accepted immediately.

2.2. Offers include only the services specified herein. Tenders are based on the project information known at the tender date and information that may later come to light may lead to price changes, cf. section 4.

2.3. Plast Solutions reserves the right to revise any bids / order confirmations submitted if implementation - regardless of the reason - proves to be unreasonably burdensome.

3. Execution of the work

3.1. The customer supplies construction power, necessary scaffolding facilities, connection fees and all the permits necessary for the construction. The customer must ensure free access to construction roads to the property / workplace.

3.2. The Customer must ensure that Plast Solutions has free and unhindered access to carry out the work properly, including the Customer must expose and ensure direct access to the pipes before the delivery begins and after the delivery is carried out, ensure proper coverage of the work performed. Covering must be done considering the cooling time instructions from the pipe manufacturer. It is the customer's responsibility that the delivered service is covered and kept in dry weather during the cooling time. The instructions from the pipe manufacturers can at any time be found on Plast Solutions' website or sent electronically to the customer by contacting them.

3.3. Plast Solutions brings a tent for use in providing services in the event of common wet weather. The customer must ensure that Plast Solutions has the opportunity to set up the tent. It is a prerequisite for the provision of welding services that the weather conditions allow it.

3.4. The customer is responsible for ensuring a sound work surface. The customer is obliged to ensure that the work surface and the surroundings are kept free of cables, other piping and other installations that may be damaged in connection with the execution of the delivery.

3.5. Plast Solutions may convene the Customer for a supervisory review of specific works or materials, with a view to assessing whether the services in question with regard to specified properties are contractual or may be discarded as non-contractual.

- 3.6. Plast Solutions performs self-inspection of welding services unless otherwise agreed in writing. By observing the self-inspection, a presumption is created that the work has been carried out without defects. The customer bears the burden of proof for other things, cf. section 8. The customer must at all times provide Plast Solutions with the information and specifications necessary and correct for the performance of the services.
- 3.7. Plast Solutions is not responsible for the design. The work is carried out in accordance with the customer's design material, description and drawings for use in the execution of the work.
- 3.8. The customer must examine the LER register and inform Plast Solutions of information relevant to Plast Solutions' service before Plast Solutions begins delivery of its service. Plast Solutions bears no responsibility in relation to damages incurred as a result of failure to examine by the LER-register or as a result of incorrect information therein.
- 3.9. If Plast Solutions delivers a combined contract, this means that Plast Solutions performs a joint specialist contract, including delivery of materials and welding.
- 3.10. If Plast Solutions delivers crew hire, this means that Plast Solutions only delivers personnel, but no material deliveries, and that Plast Solutions' employees are subject to the Customer's instructional powers and that the Customer has responsibility for the execution of the work.

4. Price

- 4.1. All prices are stated in Danish kroner excl. VAT, freight, customs duties, taxes and other charges, unless otherwise stated in writing.
- 4.2. If the price is exceptionally stated in EURO or another currency, the exchange rate per. the date of submission of the tender is applicable.
- 4.3. If a fixed contract price has been agreed, it is valid for 3 months from the conclusion of the agreement. For the part of the service that is performed after the end of the aforementioned fixed price period, the contract price is index-linked in accordance with the net price index with the end of the fixed price period as the base index.
- 4.4. The price can be adjusted if a government intervention carried out after the tender has been submitted has led to significant additional costs and is not covered by other regulation. Plast Solutions' compensation is also provided for extraordinary price increases for material that is included in the work in the finished form or in the usual way, or for fuel that is used directly for the work. Similarly, the price can be adjusted if foreign law changes / interventions lead to increased staff and administration costs.
- 4.5. The customer pays an hourly rate from the employees leaving Plast Solutions' company address and until the employee returns to Plast Solutions' company address. In addition, driving is settled at the state's recommended driving rates.
- 4.6. When delivering services outside Denmark's borders, the customer is invoiced for Plast Solutions' costs for diets and transport to and from the workplace. In addition, invoicing is based on the hourly consumption used when posting employees.
- 4.7. Waiting time for any reason is settled on an hourly basis at regular hourly rates.

4.8. All project changes are carried out as extra work and according to invoice.

5. Payment

- 5.1. Unless otherwise stated in the order confirmation, payment must be made no later than 14 days from the invoice date.
- 5.2. Plast Solutions is entitled to send weekly on-account settlements.
- 5.3. In the event of late payment, default interest is calculated at 2% per. commenced month from the due date to count.
- 5.4. Payment by set-off cannot take place if the counterclaim is disputed.
- 5.5. If the Customer does not pay due, Plast Solutions is entitled to withhold deliveries / services not yet delivered and / or cancel the agreement after prior written notice of 3 days. Plast Solutions is then entitled to claim compensation in accordance with the general rules of Danish law from the Customer.

6. Delivery

- 6.1. Delivery of material supplies is conditional on the unloading site being accessible by road. Any waiting time in connection with replacement is at the customer's expense.

7. Delivery time and delay

- 7.1. If the delivery time or period has been agreed, this will be stated in the offer and / or in the order confirmation. The delivery time is determined by Plast Solutions at best estimate in accordance with the circumstances that existed at the time the offer was made and / or the conclusion of the agreement.
- 7.2. Unless otherwise agreed in writing, a postponement of the delivery time by 14 working days is considered in all respects as timely delivery, so that the customer cannot for this reason exercise any powers over Plast Solutions. Plast Solutions must notify the customer of changes in delivery time without undue delay.
- 7.3. By postponing the delivery time for more than 14 days and to the extent that the Customer can document that the delay is due to error or negligence on the part of Plast Solutions, and that the Customer has suffered losses, the Customer may be entitled to compensation. However, the compensation may not exceed an amount of 3% of the agreed payment for the delayed delivery for each full week, the delay lasts, and the compensation may amount to a maximum of 10% of the agreed payment. The Customer may not claim compensation for delay to cover the Customer's operating losses, profit losses, daily fines or other indirect losses. In addition, Plast Solutions does not assume any responsibility, and the customer does not have other default rights.
- 7.4. If the delay is due to the customer's circumstances, Plast Solutions is entitled to an extension of the deadline to a reasonable extent depending on the circumstances.
- 7.5. Plast Solutions reserves the right to make delays due to bad weather, failing material deliveries, demands from authorities, strikes (even if the strike only affects Plast Solutions),

lockouts, pandemics, force majeure and other events beyond Plast Solutions' control. In such cases, Plast Solutions is entitled to defer the completion date.

8. Defects and complaints

- 8.1. All work is carried out in accordance with the Customer's design material, description and drawings. The Customer is responsible for ensuring that what is delivered is sufficient and / or appropriate for solving the Customer's task in terms of capacity and in all respects. Plast Solutions does not assume any responsibility for errors or deficiencies in the service, which are due to the content of information received from the Customer.
- 8.2. Plast Solutions assumes no design, design, capacity, planning or construction responsibility for errors and / or defects related to use, or failure to use the services provided.
- 8.3. Within the period mentioned below, Plast Solutions undertakes to remedy any defects in the delivered goods by repair or re-delivery at Plast Solutions' choice. If the defect is remedied, the customer must make sure to expose the pipes before remediation can be carried out and cover the pipes again after the remediation has been completed as described under section 3, as well as bear any additional costs associated with the remedy. Plast Solutions' obligations only include wages and materials that are directly related to remedying deficiencies. All other costs associated with a defect that have occurred, including transportation, waiting money, diets, lodging, as well as costs of exposing, making available and covering defective parts, are irrelevant to Plast Solutions. The customer also bears all expenses for reassembly and start-up, etc.
- 8.4. If the customer has not claimed a defect with Plast Solutions within 12 months after the delivery date, the customer cannot claim it later. If the delivery is used more intensively than agreed, or more intensively than may be assumed at the conclusion of the agreement, this period is shortened proportionately.
- 8.5. When performing professional contracts, any claims against Plast Solutions as a result of defects are submitted no later than 5 years after the completion of the work. After this time, the customer cannot raise claims against Plast Solutions.
- 8.6. In all cases, the customer must, after delivery, complain in writing within 8 days after the defect in question is or should have been established with the customer. If the deadline is not met, any right and obligation lapses.
- 8.7. If the customer himself supplies materials and Plast Solutions only hires crew, the hired crew is subject to the customer's instructional powers, which is why Plast Solutions cannot be held responsible for any. defects.
- 8.8. Modification or interference with the sale without the consent of Plast Solutions deprives Plast Solutions of any responsibility and liability.
- 8.9. Plast Solutions' liability only covers defects that arise under the working conditions stipulated in the agreement and during the correct use of the delivery. Plast Solutions' liability does not cover defects caused by materials provided by the customer, according to the customer's specifications or after the customer's approval of Plast Solutions' material lists, of constructions prescribed / specified by the customer, of faulty layers. preparatory work performed by the customer and circumstances that occurred after the takeover, including deficiencies due to inadequate maintenance on the part of the customer, changes

in the delivery made by the customer without Plast Solutions' written consent, repairs that the customer has performed incorrectly and normal wear and tear and deterioration.

- 8.10. Plast Solutions' liability lapses if product instructions are not complied with - including e.g. that manufacturer's instructions in relation to covering pipes are not followed.
- 8.11. Plast Solutions has no responsibility for defects in addition to the above, which is why the Customer cannot cancel the purchase, demand a proportionate rejection or compensation or withhold the queue amount in whole or in part. This applies to any loss that the defect may cause, including operating losses, lost profits and other financial consequential losses, including losses due to breakages of welds or wires performed. This limitation of Plast Solutions' liability does not apply if they has been guilty of gross negligence.
- 8.12. No guarantee is provided on services provided. Guarantees from manufacturers regarding material deliveries are, however, transferred to the customer.

9. Credit security

- 9.1. Security for the full amount can be charged to the customer at any time - e.g. in the form of a bank guarantee - before the service is commenced.
- 9.2. Plast Solutions does not normally provide security. If security is agreed, the costs are paid by the customer.

10. Disclaimer

- 10.1. For claims relating to Plast Solutions' fulfillment or non-fulfillment of its obligations, the customer is entitled to compensation for direct losses with the following limitations.

Plast Solutions' contractual and liability for damages is limited to direct damages / losses, and is - regardless of cause and regardless of the nature of the claim - limited to the invoice amount for the service that caused the damage / loss or is the cause of or directly related to the claim. DKK 250,000 pr. years and in total.

Plast Solutions is under no circumstances liable to the customer for lost profits, lost savings or other indirect losses or consequential damages.

The limitation of liability only applies to damages and amounts that are not covered by insurance.

11. Product liability

- 11.1. Plast Solutions is responsible for product liability in accordance with Danish law's provisions on product liability. Plast Solution's liability is limited to a total of DKK 5,000,000 for all product damages and / or product liability per. calendar year.
- 11.2. Series injuries, ie. damages on various items, but with the same cause of damage is considered as one damage and Plast Solutions' liability for this is limited to a total of DKK 5,000,000 per. year for all product damage and / or product liability per. calendar year.

- 11.3. The Customer shall indemnify Plast Solutions to the extent that Plast Solutions is held liable, or claims for damages against third parties for such damage and such loss, for which Plast Solutions, cf. the above limitation of liability, is not liable to the Customer, or which exceeds the stipulated amount limit.
- 11.4. Plast Solutions is not responsible for operating losses, lost earnings or other indirect losses.
- 11.5. If Plast Solutions is sued by a third party in connection with product liability, the Customer agrees to be able to be sued during the case or sued in the court or arbitral tribunal that hears the case.

12. Force majeure

- 12.1. Plast Solutions is not liable to the Customer for losses arising from circumstances of an unusual nature and which prevent, impede or increase the cost of fulfilling the agreement, if these occur after the offer is made and are outside Plast Solutions' control, including: Labor disputes (strikes and lockouts) , wildfires, war, insurgency, internal unrest, weather and natural disasters, currency restrictions, public seizure, pandemics, cyberattacks, import or export bans, disruption of public transport, including energy supply, significant price and / or tax increases, currency fluctuations, currency fluctuations and delivery difficulties due to conditions that cannot be blamed on Plast Solutions as well as the occurrence of force majeure and / or hard ship with relevant subcontractors.

13. Insurance

- 13.1. The customer takes out and pays the usual all-risk insurance from the start of the work until defects identified by the delivery / delivery have been remedied. The customer is obliged to include Plast Solutions as secured on the insurance policy. The insurance must cover all Plast Solutions' work on the building and / or plant to which the agreement relates.

14. Disputes, choice of law and venue

- 14.1. Disputes between the parties that cannot be settled amicably must be decided by the district court in Esbjerg using Danish law.
- 14.2. However, Danish private international law referring to foreign law and the International Sales Law (CISG) do not apply.

15. Interpretation

- 15.1. In case of doubt as to interpretation, the Danish version of the terms of sale and delivery will at all times take precedence over other versions.