Standard Terms of Sale and Delivery of Products and Construction Materials

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1. General and definitions

1.1 These Standard Terms of Sale and Delivery apply to all offers, orders, order confirmations and deliveries unless otherwise agreed in writing between the Parties.

1.2 The selling retailer is called the "Seller", and the customer making a direct purchase from the Seller is called the "Buyer". The Seller and the Buyer are collectively called the "Parties".

1.3 The Seller performs a resale in its own name and at its own account of the Products purchased by the Seller from the manufacturers, trading companies, dealers and importers, collectively called the "Supplier" or "Suppliers".

1.4 Products to form part of a construction project on a permanent basis are called "Construction Materials".

1.5 Products composed exclusively of unprocessed materials that have been grown by nature itself (e.g., wood, straw, and seaweed) are referred to as 'Biogenic materials'.

1.6 Materials that have previously been used in, for example, buildings or building structures and are sold with the intention of reuse, are referred to as "Reused materials".

1.7 Construction Materials and products are collectively referred to as 'Product', 'Products', or the 'Product'.

1.8 A 'Workday' means a weekday from Monday to Friday, excluding the official public holidays established in Denmark as well as Christmas Eve, New Year's Eve, and Constitution Day.

2. Offer/order confirmation

2.1 All offers made by the Seller are subject to the Products being unsold.

2.2 The Seller's offer remains in effect for ten (10) Workdays unless otherwise agreed in writing between the Parties. If the Buyer accepts the offer after this period, it will constitute an offer from the Buyer's side, and a final and binding agreement concerning delivery is in that event not concluded until the Buyer has received the Seller's written order confirmation.

2.3 The Buyer must observe any user manuals, catalogues and brochures delivered with the Product and must collect the necessary information about the area of use and the correct mode of application of the purchased Products.

2.4 The Seller is not liable for the contents of catalogues, brochures and other information from the Seller's Suppliers, including electronic information of any kind.

3. Direct deliveries of timber-based products bypassing the Seller's warehouse

3.1 These Terms of Sale and Delivery also apply to direct deliveries of timber - based Products from the Seller to any professional Buyer when the Products bypass the Seller's warehouse unless any amendments have been agreed in writing between the Parties. For deliveries comprised by this clause 3.1, the modifications implied in clauses 3.2-3.5 below apply.

3.2 Clause 4.1 is amended so that the prices stated in offers, order confirmations and agreements are considered to include the Supplier's/shipper's standard packaging unless otherwise stated.

3.3 Unless otherwise agreed in writing, the Seller has the right to deliver the Products in the Supplier's/shipper's standard packaging, which may entail that the delivery constitutes up to 5% more or less than agreed.

3.4 Delivery is considered to be "FCA" (Incoterms applicable when concluding the agreement). If the Parties have agreed on another delivery clause, the delivery clause should be interpreted according to the Incoterms applicable when concluding the agreement.

3.5 Clause 13.1 is amended so that in case of complaint about defects in due time, see clause 12.3 and clause 14, the Seller must remedy the defect or make replacement delivery at the Seller's discretion if the defect is due to error in design, manufacturing or material.

4. Prices

4.1 Prices appear from the Seller's price list in force from time to time or from a forwarded order confirmation. Delivery is from the Seller's warehouse or ex works unless otherwise agreed in writing. All prices are stated exclusive of freight, packaging, VAT, duties and any dispatch charges.

4.2 Prior to the Buyer's acceptance of an offer, the Seller is entitled to change the prices in price lists and offers on an ongoing basis and without notice unless a written agreement to the contrary has been concluded.

4.3 The Seller is entitled to change the prices without notice after the Buyer's acceptance of an offer in consequence of government interventions affecting the prices.

5. Payment, retention of title and provision of security

5.1 If the Buyer has an account with the Seller, the purchase price falls due for payment according to the terms of payment applicable for the Buyer's account with the Seller unless otherwise expressly agreed in writing. The purchase price falls due for payment calculated from the indicated time of delivery, see clause 10.1, irrespective of whether the Buyer's situation makes it impossible to effect delivery as agreed.

5.2 If the buyer does not have an account with the Seller, the purchase price falls due for payment at the indicated time of delivery, see clause 10.1, and irrespective of whether the Buyer's situation makes it impossible to effect delivery as agreed.

5.3 In the event that the Buyer's payment(s) is/are not effected in due time and/or the preconditions for granting the agreed credit have changed significantly, the Seller is entitled to withhold all further deliveries to the Buyer, irrespective of whether the deliveries are connected in any way.

5.4 In the event that payment is effected by the Buyer after the due date, default interest is payable on the due amount including VAT in accordance with the Danish Interest Act (renteloven) unless another interest rate is customary or has been agreed. Default interest and fees charged, if any, fall due for immediate payment and must be paid prior to all other debts from the payments received on an ongoing basis.

5.5 The Seller will retain title to the Products sold, irrespective of whether delivery has taken place, until the full purchase price and any interest and/or fees have been paid.

5.6 The Seller is at all times in connection with or after the conclusion of the agreement entitled to demand from the Buyer provision of adequate security for punctual payment of the purchase price, freight costs, interest and other costs.

5.7 In the event of non-payment in due time, the Seller is entitled to submit any claim against the Buyer for collection without giving notice hereof. The Buyer is obliged to pay the collection costs fixed by the debt collector, which may exceed the amounts appearing from the "Executive Order on out-of-court collection costs in the event of delayed payment" (Bekendtgørelse om udenretlige inddrivelsesomkostninger i anledning af forsinket betaling) with amendments.

5.8 The Seller is entitled to transfer, in full or in part, any claims raised against the Buyer to a third party without obtaining the Buyer's prior consent.

6. Cancellation and change of orders

6.1 The Buyer is not entitled to change or cancel an order after submission of the order to the Seller.

6.2 If the Seller in spite of clause 6.1 separately approves a cancellation or change, the Buyer is obliged to pay the costs associated with the cancellation or change, including costs of storage and safeguarding of quality and properties of the Product(s) as well as interest payments as a consequence of postponed time of delivery. However, not less than DKK 500. In the event of total or partial cancellation, the Buyer is furthermore obliged to compensate the Seller for loss of profit.

7. Returned Products and returnable packaging

7.1 Products may not be returned to the Seller.

7.2 If the Seller in spite of clause 7.1 accepts by separate agreement that Products are returned, such Products must be unused, non-defective and in the original and intact packaging. The Products must be free of dirt and dust etc. However, the Seller never accepts the return of Products that have been specifically produced and/or taken into stock by the Buyer.

7.3 Products whose return has been accepted will be credited by the Seller with deduction of a fee fixed by the Seller to cover costs in connection with the return and the Seller's sales costs.

7.4 Returnable packaging will be credited by the Seller upon free delivery in undamaged conditions within three (3) months from the Seller's delivery. The amount credited will be subject to a deduction to cover wear and tear, handling and freight costs etc. fixed by the Seller

8. Samples

8.1 Samples only show colour, size and quality in general, and the Seller is therefore not liable for any variances unless such variances are significant and unpredictably large for the Buyer compared with the displayed samples.

9. Warranty

9.1 The Seller does not provide a separate warranty on Product deliveries.

9.2 The Buyer accepts only to be entitled to raise claims for a Product under a Supplier's warranty directly against the Supplier as the Seller only communicates information on the Supplier's warranty, if any, to the Buyer.

10. Delivery

10.1 The time of delivery stated in the order confirmation is only indicative for the Seller unless otherwise agreed in writing between the Parties.

10.2 If a fixed time of delivery has been agreed, the Seller is entitled to postpone the time of delivery in the following cases:

a) The Buyer's changes to an accepted offer regarding quantity, types of products or the like approved by the Seller, see clause 6.2.
b) Conditions caused by the Buyer e.g. leading to the Seller not being able to deliver at the agreed fixed time of delivery.
c) Force majeure, see clause 15.
d) In the event of delay caused by the Seller's Suppliers, carriers or other third parties.
e) Unusual weather conditions and climate impact.
f) Industrial disputes regardless of their cause.
g) Public enforcement notices or prohibitions which the Seller should not have foreseen at the time of conclusion of the agreement.

10.3 If the Parties have agreed delivery at the Buyer's address or another location indicated by the Buyer, the Seller will deliver the Product as close to the place of use as the truck driver at his discretion can get without danger of getting stuck or damaging the vehicle or the surroundings.

10.4 The Buyer is obliged to provide the staff necessary for unloading.

10.5 If the Buyer does not meet the obligation stipulated in clause 10.4, the Seller will be entitled, but not obliged, to effect delivery at the place of delivery, thereby discharging the Seller of its obligations, irrespective of whether a representative of the Buyer is present.

10.6 The risk of loss of or damage to the Product passes to the Buyer upon delivery. Delivery note or the carrier's requisition form is considered documentation of delivery.

10.7 Expenses incurred due to any waiting time in connection with unloading at the Buyer's address or another location indicated by the Buyer must be paid by the Buyer. The Buyer must also pay any other costs resulting from the Buyer's inability to receive the Products at the agreed time of delivery.

11. Complaints and responsibility in the event of delay

11.1 The Buyer must complain in writing immediately upon establishing a delay. The Buyer will otherwise forfeit any claim in respect of the delay.

11.2 In the event of minor delays, subsequent delivery is effected by the Seller.

11.3 In the event of significant delay on the part of the Seller, the Buyer is entitled to revoke the purchase. Where successive delivery has been agreed, the Buyer is, however, only entitled to revoke the delayed partial delivery.

11.4 If the Buyer rescinds the agreement in accordance with clause 11.3, the Buyer is entitled to compensation from the Seller for the additional costs incurred in the Buyer's attempts to procure a similar Product from another party. The Buyer must minimize its loss as much as possible and must make substitute purchases in a prudent manner within reasonable time. In addition, such compensation may not exceed 10% of the invoice value of the delayed delivery. If the Seller is entitled to compensation under the Supplier's business and/or product liability insurance for the delay, and this compensation exceeds the maximum compensation calculated according to the foregoing, the Seller's liability for the delay shall, however, correspond to the higher amount actually covered by the Supplier's business and/or product liability insurance.

11.5 The Buyer is not entitled to any further compensation in addition to the compensation mentioned in clause 11.4 due to the Seller's delay. This applies irrespective of whether the Buyer revokes or maintains the purchase.

12. Duty of inspections and complaints regarding defects

12.1 Immediately upon the delivery or receipt of the Products and always before starting to use, prepare or incorporate the Products, the Buyer must inspect the delivered Products in order to ascertain that they are non-defective and that any differences in colour and shade are within the acceptable levels.

12.2 The Buyer acknowledges that Biogenic materials and Reused materials may exhibit greater variations in quality and properties than conventional materials, due to natural variations in the raw materials or differences related to their previous use, and that such natural and/or expected variations do not constitute defects.

12.3 In order to be considered, Complaints about defects, including differences in quantity, which the Buyer detected or ought to have detected at the inspection mentioned in clause 12.1 must be made in writing by the Buyer to the Seller immediately and by no means later than eight (8) Workdays after the date where the Products were delivered to the Buyer. In the event of other defects, including hidden defects, the Buyer must complain immediately after the time at which the Buyer should have detected the defect and within two (2) years after delivery at the latest. Specifically for Biogenic materials and for Reused materials, the Buyer must in any event complain within one (1) year after delivery, at the latest. However, see clause 14 below regarding delivery of Construction Materials for certain construction projects.

13. Liability of defects in the Products sold

13.1 In case of complaint about defects in due time, see clause 12.3 or clause 14, the Seller must remedy the defect or effect replacement delivery at the Seller's discretion.

13.2 If the Seller does not remedy a defect or effect replacement delivery, see clause 13.1, within a reasonable time after the Buyer has complained in accordance with clause 12 or clause 14, the Buyer is entitled to terminate the agreement as regards the defective part of the delivery by notifying the Seller hereof in writing. In such event, regardless of whether the Buyer terminates or maintains the agreement, the Buyer is entitled to demand damages from the Seller for the additional costs incurred by the Buyer in connection with

procuring similar products from another supplier or in remedying the defect. The Buyer shall observe its duty to mitigate loss and may only claim compensation based on the lesser of the price difference or the cost of remedying the defect. Furthermore, such compensation may not exceed 10% of the invoice value of the defective Product(s).

13.3 If the Buyer does not terminate the agreement, the Buyer is entitled to a proportionate reduction. Such reduction may, however, not exceed 25% of the invoice value of the defective Product(s).

13.4 If the Seller is entitled to compensation under the Supplier's business and/or product liability insurance in relation to the defect, and this compensation exceeds the maximum amount of liability set out in Clause 13.2 or Clause 13.3, the Seller's liability for damages shall, however, correspond to the higher amount actually covered by the Supplier's business and/or product liability insurance.

13.5 The Seller is not liable for defects or for failure to deliver replacement product(s) in addition to the rules set out in the clauses 13.2 to 13.4. This applies to any loss caused by such defects, including operational loss, loss of profits and any other financial consequential loss. However, this limitation in the Seller's liability shall not apply in the event of the Seller's gross negligence.

13.6 The Buyer's claim to remedy, redelivery or termination lapses if the Products have not been stored or used correctly and in the usual manner and in accordance with the Seller's instructions.

13.7 The Seller is not liable for any damage caused by incorrect and inappropriate use of the delivered Products.

13.8 The Seller is not liable for any oral or written guidance, measuring, calculations etc. performed free of charge by an employee in connection with the purchase of Products from the Seller. Neither does the Seller assume liability for materials which have not been thoroughly tested.

14. Building delivery clause - extended period in which to seek redress for defective Products

14.1 In case of delivery of Construction Materials, the following rule applies as a modification of clause 12.3: The Seller's liability for defects in Construction Materials expires five (5) years after handing over of the construction project of which the Construction Materials form part. However, in connection with delivery to warehouse or resale, the liability expires no later than six (6) years after the handing over to the Buyer if the Supplier of the defective Construction Materials upon registration through DB has accepted "Udvidet ansvar" (extended liability) at the time of the Seller's order confirmation to the Buyer and thereby has assumed liability vis-à-vis the Seller for defects in the Construction Materials in the corresponding period. The Buyer must, however, have raised a complaint against the Seller regarding other defects in the Construction Materials immediately after the time when the Buyer ought to have detected the defects and no later than two (2) years thereafter; however, for Biogenic materials and Reused materials no later than one (1) year thereafter.

14.2 In connection with deliveries of Construction Materials involving a consumer acting as contractor, it applies, as an additional modification of clause 12.2, that liability for defects will lapse ten (10) years from delivery of the construction project of which the Construction Materials form part if the Supplier of the defective Construction Materials upon registration through DB has accepted "Udvidet ansvar" (extended liability) at the time of the Seller's order confirmation to the Buyer and thereby has assumed liability vis-à-vis the Seller for defects in the Construction Materials in the corresponding period of 10 years from the handing over of the construction project. The Buyer must, however, have raised a complaint against the Seller concerning other defects in the Construction Materials immediately after the time when the Buyer ought to have detected the defects and no later than two (2) years thereafter; however, for Biogenic materials and Reused materials no later than one (1) year thereafter.

14.3 Clauses 14.1 and 14.2 are only applicable to defective deliveries of special order items (Products from Suppliers with whom the Seller had not concluded a cooperation agreement at the time of the sale) or to imported products (Products imported directly or indirectly) if the Supplier via registration through DB has accepted "Udvidet ansvar" (extended liability) and thereby has assumed no less than what is stipulated in clauses 14.1 and 14.2, respectively, on the extended liability period for defective special order items/imported products, and if the Buyer has complied with the deadline for filing a complaint as set out in the clauses 14.1 and 14.2.

14.4 The Buyer's legal position vis-à-vis the Seller is not better than the Seller's legal position vis-à-vis the Supplier in question, irrespective of whether the Supplier has been registered through DB and has accepted "Udvidet ansvar" (extended liability), see above, and the Buyer is thus not entitled to raise any claim against the Seller for compensation etc. which in scope exceeds any such claim as the Seller is entitled to raise against the Supplier. Neither may the size of the claim exceed the size of the amount in fact received by the Seller from the Supplier or his estate after deduction of costs.

14.5 The current registration of the Suppliers through DB having accepted "Udvidet ansvar" (extended liability) is continuously posted by the Seller on the Seller's website and/or on www.udvidetansvar.dk. In the event of discrepancies between the information on registration on www.udvidetansvar.dk and information on registrations on the Seller's website, the information on registration on www.udvidetansvar.dk will apply unless otherwise agreed between the Parties.

14.6 If it is deemed to be substantiated that it is not – or only with great difficulty - possible to succeed in a claim against the Buyer or against subsequent buyers regarding defects in Construction Materials, the Seller acknowledges that the claim may also be raised directly against the Seller. Also in such case, the Seller will only assume liability for defects if the Seller's own delivery of Construction Materials is defective and only if it follows from the Seller's own contractual relationship with the Buyer, including these Standard Terms of Sale and Delivery. However, the Seller acknowledges in any event that an action may be brought against the Seller and the Buyer or subsequent buyers as a consequence of the Parties' mutual relationship provided that such proceedings take place in Denmark and under Danish law.

15. Force majeure

15.1 In the event that delivery, timely delivery or conforming delivery is prevented or delayed as a result of events beyond the Seller's control, including, but not limited to, industrial disputes, operational disruptions, transportation difficulties or non-delivery etc. by another third party, including the insolvency of a Supplier or manufacturer or the like, the Seller will be entitled at its own choice and exempt from liability to postpone delivery or cancel in whole or in part the Buyer's order upon written notification to the Buyer as soon as possible.

16. Product liability

16.1 The Seller is liable under the Danish Product Liability Act to the extent that the Seller is liable in damages under the mandatory provisions of the Act and to the extent that the liability of the Seller is not legally limited. The Seller is furthermore liable for any damage caused by Products supplied by the Seller where such damage occurs as a result of the Seller's gross negligence and the liability of the Seller is not legally limited.

16.2 The Seller's liability for damage caused by a Product supplied by the Seller shall be limited to a maximum of kr. 1.000.000.

16.3 Where the Seller is liable for damage caused by a Product supplied by the Seller, see clauses 16.1 and 16.2 above, but where the damage is attributable in part to the acts or omissions of the Buyer, the liability shall be shared proportionally between the Parties according to the degree of negligence.

16.4 If the Seller is held liable for damage to the property of a third party, the Buyer shall indemnify the Seller for any liability imposed on the Seller and which exceeds the liability of the Seller under the above provisions. The Buyer agrees that any claim brought against the Buyer may be brought before the court/arbitration tribunal considering claims for damages by a third party against the Seller concerning Products supplied by the Seller through the Buyer to a third party.

16.5 The Seller is not liable in any event whatsoever for any business interruption, loss of profits or other indirect loss.

17. Generel limitation of liability and assignment of claims against Seller's Suppliers

17.1 The Seller's liability excludes - irrespective of whether negligence has been established - daily penalties, business interruptions, loss of profit, loss of time or other indirect loss - whether based on general law of damages or on another basis.

17.2 If the Seller's Supplier or other third party is liable towards the Seller for delays or defects, the Seller will to the widest extent possible be prepared to assign its claim against the Supplier or third party, as the case may be, to the Buyer.

18. Product master data from ByggeBasen and the Seller

18.1 The Seller is not entitled to grant the Buyer access to use product master data from the product information database "ByggeBasen," operated by Organisationen ByggeBasen f.m.b.a., CVR no. 10050626 ("OB"), if the purpose of such use is exchange, integration in and/or creation of a commercial database and/or product information database.

18.2 The Buyer undertakes not to include product master data from ByggeBasen, or otherwise received from the Seller, in a commercial database and/or product information database, regardless of whether such commercial database and/or product information database is provided by the Buyer or by a third party receiving such product master data from the Buyer. However, the foregoing does not apply to product master data that (i) are the Seller's own product master data and (ii) do not originate from ByggeBasen.

18.3 The Buyer acknowledges that actions in violation of the above Clause 18.2 entitle OB to claim a liquidated damages from the Buyer of DKK 50,000 for each commenced week during which the Buyer acts in violation of Clause 18.2.

19. Disputes

19.1 Any dispute between the Parties shall be settled by arbitration unless the Seller decides that the dispute shall be settled before the ordinary courts of law. All disputes must be settled in accordance with these Standard Terms of Sale and Delivery and otherwise according to Danish law. (However, Section II of the International Sale of Goods Act does not apply).

19.2 If the dispute is to be settled by arbitration, the arbitration court will be set up in accordance with the rules provided in clause 69 of the General conditions for building and construction works and supplies (AB18).

19.3 Any inspection and survey by experts will be conducted in accordance with the rules provided in clause 66 of AB18 unless an inspection and survey will be conducted as part of legal proceedings commenced before the ordinary courts of law.

19.4 If the dispute is to be settled by the ordinary courts of law, the home court of the Seller's premises will have jurisdiction irrespective of the Buyer's place of permanent or temporary residence.

20. Commencement

20.1 These Standard Terms of Sale and Delivery enter into force on 1 January 2026 and apply for orders received from and including that date.

XL-BYG Brejnholt A/S

www.brejnholt.dk

Member of