

## Dantonit A/S Terms and Conditions of Sale and Delivery per November 1, 2019

### 1. Use

The following terms shall have the following meanings in these Terms and Conditions of Sale and Delivery:

**Buyer:** The party to which Dantonit A/S (the Seller) supplies goods and/or services and that has entered into a written agreement with the Seller relating to this, including the party that has submitted an order of another nature to the Seller.

**Seller:** Dantonit A/S, CBR no. 30898400.

The Terms and Conditions of Sale and Delivery apply to all deliveries. Derogation from the Terms and Conditions is only applicable if agreed in writing.

### 2. Quotations

Quotations are valid for 30 days from the date of the quotation. The Seller reserves the right to intermediate sales, which means that the Seller is not bound by a quotation if, during the period before the Buyer's acceptance, the Seller has sold to another party, and fulfillment of the quotation from own works is thereby not possible.

### 3. Orders

A written or telephone order will not be binding on the Seller until the Buyer has received the Seller's written order confirmation.

### 4. Prices

The stated prices exclude natural resources taxes, production fees and VAT.

A fixed price agreement is valid within the agreed due dates and volumes. However, the Seller reserves the right to adjust the fixed price if the Seller has additional costs for reasons that may include, but are not limited to, higher oil prices, increased material expenses or new and/or changed public regulations, including, but not limited to tax increases, changes to the rules on tax relief for energy expenses, etc.

### 5. Payment Terms

Irrespective of whether transport is undertaken by the Buyer or the Seller, the volume is based on weighing or measurement at the Seller's works.

The payment due date is 30 days net from the invoice date, unless agreed otherwise.

If payment does not take place in due time, the Seller will be entitled to charge interest at the interest rate stipulated in the Danish Interest Act.

An invoice fee of DKK 39.00 per invoice is charged for all printed invoices. The fee is not charged for invoices sent by email. If future invoices are to be sent by email, this can be notified to: roadsbogholderi@ncc.dk.

### 6. Set-off

The Seller reserves the right to set off claims against the Buyer, regardless of whether the claim relates to other agreements, including claims that other companies owned either wholly or partly by NCC AB (Dantonit A/S' Swedish parent company) may have against the Buyer.

### 7. Delivery

Delivery takes place freely loaded to the Buyer's lorry at the Seller's works, unless agreed otherwise.

If it has been agreed that the Seller will dispatch the goods (carriage paid), the goods will be unloaded as close to the place of use as the driving conditions permit, in the assessment of the driver.

If the Buyer is not ready to receive the consignment in the agreed location at the agreed time, the Seller reserves the right to invoice the Buyer for additional charges incurred by the Seller as a consequence thereof.

If the Buyer requires driving on non-surfaced ground, any consequential damage will be for the account of the Buyer, including any loss of time for the Seller.

On dispatching the goods (carriage paid), the goods will be considered to have been delivered when they have been unloaded.

### 8. Liability for delay

The Seller has no liability for delayed delivery which is due to the Buyer's conditions, including blocked or unsound access routes to the construction site.

The Seller reserves the right to invoice the Buyer for any additional costs inflicted on the Seller as a consequence.

The Seller's liability for delay can never exceed the invoice value of the delayed item.

Furthermore, the Seller is not liable for any delays that arise that is not the fault of the Seller and over which the Seller has no control, including force majeure (such as strikes or lock-outs) or weather conditions which make production or transport impossible or disproportionately expensive. There does not need to be an objective impediment in order for the Seller to invoke force majeure. It is sufficient for the Seller to cite a subjective impediment.

On any such delay, the delivery will be postponed until a time as soon as possible after the impediment has ended. The Seller will notify the Buyer of the occurrence of the impediment and the new delivery date.

### 9. Control on receipt

Before loading/unloading the Buyer must ensure that the delivery note details are in accordance with the order, and during loading/unloading must perform a visual inspection of the delivery. Any complaints must be made in writing immediately after the Buyer has become or should have become aware of a defect. Otherwise the Buyer will have lost the right to subsequently invoke [this defect.]

### 10. Limitation of liability for defects

The delivery is made with five years' supplier liability for defects in accordance with the rules in AB 18, Section 12, paragraph 5.

On defective delivery, the Seller must perform re-delivery as soon as possible. The Buyer may not otherwise raise any claims against the Seller, which thus inter alia does not cover any losses of the Buyer due to direct and indirect consequential damage.

### 11. Limitation of product liability

The Seller's product liability is limited to a maximum of DKK 2 million.

However, the Seller will not reimburse any loss of time, loss of operations, loss of profits, consequential losses or other indirect losses.

If the Seller incurs product liability towards a third party, the Buyer will be obliged to indemnify the Seller for any compensation claims exceeding DKK 2 million. In the event of a lawsuit, the Buyer will be obliged to accept legal proceedings before the same court as is processing the claim against the Seller.

### 12. Disputes

Any disputes between the parties will be decided in accordance with Danish law by the Danish Building and Construction Arbitration Board.