

## TERMS AND CONDITIONS OF SALE AND DELIVERY BICA APS

The terms and conditions of sale and delivery (the "Terms and Conditions of Sale and Delivery") of Bica ApS, Hammershusvej 12B, DK-7400 Herning, Denmark, CVR # 39683695 ("The Company") apply to all orders and take precedence over other conditions, etc. from Customers ("Customer") unless the Terms and Conditions of Sale and Delivery have been derogated from by means of an express written agreement.

The Terms and Conditions of Sale and Delivery will apply regardless of which media or method was used in connection with the placing of the order and regardless of whether the order was signed, confirmed via email, or otherwise placed and may be amended on a current basis without further notice.

### **Offer and order confirmation**

Offers made by the Company will be valid for 30 days from the date mentioned in the offer unless otherwise specified in the offer. Acceptance of an offer that has come to the attention of the Company after the expiry of the time stipulated for acceptance will not be binding on the Company unless the Company notifies the Customer otherwise.

Once an order has been placed, it becomes binding for the Customer. Upon the written confirmation of the order by the Company, the order will be a binding agreement regarding the sale and delivery of the products.

The Customer will not be entitled to annul confirmed orders. Under special circumstances, the Company may approve the annulment of an order but only against the simultaneous payment of an annulment fee corresponding to 5% of the order amount. Orders for custom-made products will not be eligible for annulment.

In case of unforeseen circumstances that makes it necessary for the Company to amend one or more order elements including reducing the order amount or similar, the Company will be entitled to executing such reasonable changes. Such changes will not entitle the Customer to annulling the order.

If the Company receives an unsatisfactory credit rating of the Customer following order confirmation, the Company will be entitled to annulling the order without prejudice or to demand payment in advance or to demand a full bank guarantee.

### **Conditions of delivery**

DAP/DDP/DPU buyer's place Incoterms 2020. All prices are Ex works and freight/freightage will be added unless otherwise specified in the order confirmation. The Company will provide for shipment and delivery of the ordered goods at the Customer's expense. The Company will be responsible for the goods up to the delivery at the designed place of delivery.

### **Time of delivery and delays**

The order confirmation will specify the time of delivery. The Company will be entitled to postponing the delivery by 14 days but will be required to immediately inform the Customer of the delay. In case of force majeure, cf. below, the time of delivery will be delayed until the obstacle ceases to exist and standard trading and transport are possible once again.

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If the affairs of the Customer hinder the timely delivery, the Customer will not be entitled to object to this and will be obligated to accepting the goods when the affairs of the Customer once again permit.

### Retention of Title

The Company reserves the title to the delivered goods until the Customer have paid for the goods in full. All costs associated with the enforcement of the retention of title will be borne by the Customer.

### Prices

The prices of the Company are stated in EUR and do not include VAT, delivery, or insurance. The indicated prices are subject to duty rate changes, changing insurance or transport costs, price changes from sub-enterprises, other duty changes, or exchange rate fluctuations and the prices may be increased and/or the currency changed until the delivery has taken place. The Company will inform the Customer of any and all price changes. The Customer may set their resale prices at their own discretion.

### Payment

Unless otherwise agreed in writing, the payment from the Customer to the Company should be based on an invoice that will fall due 10 days from the invoice date.

In case of delayed payment, 7% default interest per month as of the maturity date will be added. The Company will be entitled to postponing any and all deliveries of orders or annulling any and all orders in writing and without prejudice if the Customer has unpaid, overdue payments pertaining to previous orders. The Customer will be required to compensating the Company for any and all losses the Company may incur in consequence thereof.

### Notice of lack of conformity and powers

All notices of lack of conformity should be submitted in writing and should be received by the Company within two days of the delivery. In case of non-visible non-conformities, the notice of lack of conformity should be submitted within two days of the point in time where the non-conformity could have been detected by means of a thorough inspection, however, not later than 14 days from the date of delivery.

If a part of an order was not delivered or is delayed, or if a part of the order is non-conforming, only this part of the order will be eligible for annulment. All notices of lack of conformity should be specific and documented and include a precise description of the content of the notice of lack of conformity. Goods that are returned without the prior written consent of the Company will not be accepted. In case of non-conformity, the Company will accept no liability for other direct or indirect disruptions of the operations of the Customer, indirect losses, loss of profit, or other forms of loss. Under all circumstances, the maximum liability of the Company will correspond to the refund to the Customer of the amount paid for the non-conforming part of the order.

Returning of goods is subject to prior agreement with the Company. Goods should be returned in the original packaging.

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### Force majeure

The Company will not be liable if the following non-exhaustive force majeure events happen and prevent or delay the performance of the contract: war or mobilization, uprising or civil disobedience, terrorism, natural disasters, strike or lockout, shortage of goods, defective or non-compliant or delayed deliveries from subsuppliers or if subsuppliers are affected by the circumstances in other respects, fire, lack of transportation means, currency restrictions, import or export restrictions, death or disease or absence on the part of key employees, computer viruses, epidemics, pandemics, or other circumstances beyond the direct control of the Company. In such cases, the affected party, the Company, will be entitled to postponing its performance of the obligation until such hindrances no longer exist or, alternatively, to annulling the agreement in part or in full without prejudice.

### Product liability and limitation of liability

The Company will be liable for damage to person or object caused by the products or services of the Company following their bringing into circulation or performance to the degree this is stipulated by law. Regardless of the above, the Company will not accept liability for other direct or indirect disruptions of the operations of the Customer, indirect losses, operating losses, time losses, loss of profit, or other forms of loss.

### Personal data

In connection with the execution of the order of the Customer, processing of personal data may occur as part of the performance of the contract. In some instances, the personal data of the Customer will be disclosed to other independent data controllers such as a freight company in order for the Company to be able to execute the order. Personal data will be processed using the required safety measures and will be stored for the necessary period of time only. Please refer to the Company Personal Data Policy which can be accessed at the Company website.

### Intellectual property rights

Title to any and all intellectual property rights will remain with the Company including but not limited to patents, use models, designs, trademarks, and copyrights.

### Venue and governing law

This agreement will be subject to and interpreted in accordance with Danish law without regard to applicable international private law rules to the extent the application of such rules would result in another choice of law but Danish law. The Convention on Contracts for the International Sales of Goods (CISG) will not apply.

Any and all conflicts arising in consequence of this agreement including any and all conflicts regarding its existence, validity, or termination should be settled by a Danish court of law within the jurisdiction of the headquarters of the Company. At any time, even if the Company has initiated proceedings against the Customer, the Company will be entitled to bringing the conflict before an arbitration tribunal under the Danish Institute of Arbitration in accordance with the applicable rules set by the Institute of Arbitration. The arbitration tribunal proceedings should take place in Denmark and the language used during the proceedings should be Danish. The arbitration case and the award should remain confidential at all times. The parties have agreed that the award cannot be appealed to a court of law insofar as a legal matter is concerned.

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If collection becomes necessary in the opinion of the Company, the Company will be entitled to collecting the outstanding amount at any time within the jurisdiction of the Customer in accordance with the law in the country in question.

Updated the 20th of November, 2023