

## GENERAL SALES AND DELIVERY TERMS FOR DUUN INDUSTRIER AS

### 1. SCOPE

These sales and delivery conditions apply to all deliveries received from DUUN INDUSTRIER AS (hereinafter named as DUUN) unless otherwise agreed in writing. Exceptions and derogations are binding only to the extent that there is a written agreement. The BUYER accepts the Terms through written order, upon receipt of goods or otherwise by entering into a delivery agreement with DUUN.

### 2. ORDER - ORDER CONFIRMATION - AMENDMENT OF AGREEMENT

When orders are placed by the BUYER, the agreement is not regarded as signed before the BUYER receives an order confirmation from DUUN. The agreement is valid for items included in the order confirmation. If the BUYER claims that the order confirmation is not in accordance with the order, the BUYER must immediately, and no later than 2 working days after receiving the order confirmation, inform DUUN that the order confirmation is not accepted. If BUYER want to change the terms or scope of the agreement after confirmation of order is received, the agreement may only be modified if DUUN agrees. Any change will require that the parties enter into a new written agreement that ensures that DUUN will get all incurred cost covered, including expected profits.

### 3. OFFERS

Only written offers from DUUN are binding and the delivery includes only what is priced and specified in the offer. The offers are valid for 30 days unless otherwise agreed. All prices are excluding VAT. Agreement after the offer is given, is deemed to be concluded when the BUYER informs DUUN that the offer is accepted. Any offer from DUUN is subject to prior sale during the offer period. When the BUYER request several different products with specified quantities, DUUN can offer a combined package offer for the complete order. In such case, the BUYER may not withdraw or reduce the quantity one or more products from the offer. If so, the package offer is no longer valid.

### 4. DELIVERY

Unless otherwise agreed in writing, EXW (Ex Works) DUUN's location in Åsen in Levanger kommune, according to Incoterms 2020, applies as a standard for all deliveries from DUUN. The item is to be considered as delivered when finished and ready for pickup at DUUN's location. In DUUN's order confirmation, the delivery time can be stated. This delivery time may be based on information from DUUN's suppliers. In case of prior sale of inbound goods which cause DUUN to not meet the delivery time or other terms granted to BUYER, DUUN has no liability for this delay. DUUN is not responsible for any delays that is covered by section 10. FORCE MAJEURE or by any other circumstances that is beyond DUUN's control. Such delays do not entitle any price reduction or any automatic right to cancel the order. Delays in relation to confirmed delivery date as a result of circumstances for which DUUN is responsible does not warrant compensation unless agreed in writing in advance. If it is agreed that compensation may be granted, the following applies: 1- Compensation cannot be given if other compensations are given any kind for the same. 2- The compensation cannot exceed 5% of the part of the purchase price for which the delay applies. 3- The compensation is given only for documented financial loss. The BUYER cannot demand any cancellation, compensation, or other remedies beyond the foregoing. Consequential damage resulting from the delay will not be covered by DUUN. If delivery cannot take place at the agreed time as a result of circumstances from the BUYER, DUUN is entitled to demand warehouse cost and other occurred costs covered unless otherwise agreed.

### 5. DRAWINGS AND OTHER DOCUMENTS

The BUYER is responsible for ensuring that all possible BUYER-supplied descriptions are in accordance with current regulations and laws. In these cases, BUYER is also responsible for his own technical specifications, drawings, calculations, substrates, etc., and that ordered goods fit the BUYER's needs. Unless otherwise agreed in writing, DUUN will store drawings and documentation in its own archive after the delivery has taken place. In cases where DUUN prepares drawings, these drawings remain as DUUN's property unless otherwise is agreed in writing. It must be stated clearly in the order which standards the product should be in accordance with and the extent of documentation that for the goods must be specified.

### 6. PRICE

The price for each item is what is stated on the order confirmation from DUUN. Value added tax is not included if this is not specified in the offer. Unless other agreed in writing DUUN will add costs for shipping and packing in addition to the stated price. For orders with a total value of less than NOK 1.000, DUUN may add a "small-order fee" of NOK 200, -. Unless otherwise agreed in writing DUUN can add an invoice-fee on all invoices.

If the changes in exchange rates exceeds 5% or unexpected price increase on raw material caused by section 10 FORCE MAJEURE, DUUN can, unless otherwise agreed, adjust the prices accordingly. In case of changes in scope that are decided by the BUYER or details that was not known by DUUN at the time of the order, DUUN will notify the BUYER that the change will cause an additional cost and / or delivery time for the BUYER. The BUYER must confirm acceptance in writing before the additional work is commenced. Any additional fees can be agreed upon according to the amount out extra work hours and / or materials or at fixed amount based on an offer. If the unstable situation in Eastern Europe affects our deliveries, our prices and/or delivery capacity may change. This will apply for both given quotations and signed purchase orders.

### 7. PAYMENT TERMS

DUUN's standard terms of payment are 30 calendar days from the invoice date. In case of late payment, interest rate is calculated according to provisions of the delay interest rate rules. Any delay in payment entitles DUUN to refrain from further delivery and to terminate the agreement. Any counterclaims, such as complaint on delivered goods, do not entitle the BUYER to settle / withhold any of the payment unless the counterclaim is legally determined or are agreed upfront in writing.

### 8. SELLERS LIEN

DUUN has a lien on goods delivered until the full purchase price, including occurred additional interest cost and fees, are paid. The BUYER is not entitled to sell or pawn the goods before they are fully paid.

### 9. BUYER AND DUUN'S DUTY TO INVESTIGATE THE ITEM FOR COMPLAINT – GUARANTEE

BUYER is obliged to check the goods immediately when goods are received. The BUYER should check whether the goods received match the order confirmation or offer acceptance. If any deviations or damages are identified the BUYER commits to preserve evidence and immediately notify DUUN so that the DUUN can inspect the goods. The BUYER is obliged to take necessary steps to as far as possible to limit the damage. BUYER must report deviations and damages within 2 days for defects which the BUYER obviously had to discover upon reception. DUUN's general terms of warranty are 12 months from the date of delivery/resale of the item or a maximum 24 months from delivery from DUUN. Unless otherwise agreed in writing, the warranty covers only provable defects due to wrong workmanship and/or improper use of materials. DUUN is not responsible for any defects that is out of DUUN's control. DUUN is not responsible for consequential loss as the BUYER may be inflicted as a result of defects in the delivered item. In case of quality deficiencies, DUUN's responsibility is limited to repair or replace the faulty component so that the BUYER receives goods in accordance with the available information / specification at the time of contract and accepted changes during the project.

### 10. FORCE MAJEURE

In the event of unforeseen events, which prevent or make delivery more difficult, such as for example strike or lockout, in case of delay outside the seller's control of the delivery, due to lack of qualified labour, and in case government restrictions following war, blockade, epidemics and pandemic or the like, quarantine, fire, accident, unforeseen breakdowns in the production plant or consequences of occurred force majeure situation, the delivery is postponed without liability for DUUN. DUUN is obliged to give notice of the incident Force Majeure situation according to Norwegian law. The BUYER cannot claim compensation for force majeure and delivery barriers.

### 11. DISPUTES

Disputes arising in connection with the supply of goods, according to these sales and delivery terms shall be attempted resolved through negotiations. If agreement cannot be reached the dispute shall be governed by and construed in accordance with laws of Norway by the Inntrøndelag District Court (Inntrøndelag Tingrett) as the legal venue.