

TERMS OF SALE AND DELIVERY

1.0 SCOPE

1.1 / These terms of sale and delivery shall apply to all agreements entered into between GH Form ApS (Business Registration Number (CVR) 75193416) ("GH Form") and the customer with respect to the sale, delivery and installation (if any) of products ("the Delivery").

1.2 / Unless GH Form and the customer have expressly agreed in writing that the terms of sale and delivery shall be derogated from or supplemented, the Delivery shall solely be governed by these terms of sale and delivery.

1.3 / It is the customer's responsibility to read these terms of sale and delivery enclosed with the order confirmation. They can also be downloaded from GH Form's website - www.ghform.com.

1.4 / The terms of sale and delivery shall be deemed to have been accepted without any reservations upon the customer's receipt of such terms of sale and delivery in so far as no written objection is submitted by the customer within 7 days from receipt of the order confirmation.

2.0 AGREEMENT

2.1 / GH Form shall send an order confirmation to the customer by email, and an agreement in accordance with the order confirmation shall be binding from the customer's receipt of such order confirmation in so far as the customer has not submitted a written objection to the order confirmation within 7 days from receipt of the order confirmation whereupon the Delivery shall be effected.

2.2 / At the request of the customer, urgent delivery of spare parts can be effected immediately after GH Form's receipt of the order. In such cases, the order confirmation will be sent together with the spare parts.

3.0 DELIVERY

3.1 / The Delivery shall be made EXW (Incoterms 2020) from GH Form, Borup. This shall apply regardless of whether GH Form is to perform the installation of the Delivery, and regardless of whether it is the customer or GH Form who

has contacted the carrier and ordered the transport. Freight and delivery costs shall be charged to the customer if such costs have been paid by GH Form. If GH Form arranges the transport, GH Form will also arrange and cover the cost of transport insurance for the goods during shipment.

3.2 / The expected time of delivery regardless of whether GH Form is to perform the installation of the Delivery is stated in the order confirmation. GH Form shall inform the customer if GH Form anticipates that the expected time of delivery will be exceeded. GH Form cannot be held liable if the expected time of delivery is exceeded.

3.3 / In the event that delivery cannot take place as agreed due to circumstances for which the customer is responsible, GH Form shall be entitled to demand that the customer indemnifies GH Form for any loss suffered by GH Form as a result thereof and pay the expenses documented by GH Form (however, a minimum amount of DKK 700 exclusive of VAT per day or part thereof) relating to the storage of the Delivery after the agreed date of delivery as well as any additional insurance and freight costs.

4.0 INSTALLATION OF DELIVERIES

4.1 / With respect to Deliveries which GH Form is to install, an employee representing the customer shall be present at start-up to review the installation work. The installation area shall be prepared in such a way that the installation work can be started immediately. The customer shall supply electricity, unless otherwise agreed.

4.2 / In the event that the conditions mentioned in clause 4.1 hereof are not in order at the agreed installation time, the customer shall notify GH Form thereof at least 3 (three) working days in advance. Should GH Form arrive to the installation area as agreed and not be able to start the installation work due to circumstances on the part of the customer, the customer shall be obliged to pay the documented expenses incurred by GH Form as a result thereof.

5.0 RECEIPT OF GOODS (DEFECTS)

5.1 / The customer shall check the Delivery upon receipt to ensure that the Delivery corresponds to that which was agreed. If any errors or defects are ascertained in the Delivery upon receipt, the customer shall submit a written complaint to GH Form within 7 days of receipt. Otherwise, the customer's right to rely on defects that could have been ascertained upon receipt shall cease to exist.

5.2 / If the Delivery subsequently prove to be defective, GH Form shall be entitled to remedy such defects within reasonable time. GH Form may also choose to make a replacement delivery. GH Form's right to remedy the Delivery or perform a replacement delivery shall be the customer's sole remedy for breach of contract in the event of defects. Thus the customer shall not be entitled to demand compensation for any loss suffered as a result of the defects ascertained and/or the delay as a result of remedy or replacement delivery.

5.3 / If the customer relies on defects in the Delivery and it is subsequently determined that the Delivery is not defective, GH Form shall be entitled to demand that the customer compensates GH Form for the documented time spent as a result thereof (however, a minimum of 10 hours) at DKK 600 exclusive of VAT per hour or part thereof.

5.4 / The customer shall not be entitled to raise any claims in respect of defects if the alleged defect is due to the incorrect use of the Delivery, or if the customer itself has tried to remedy the defect.

6.0 PRICES

6.1 / All prices listed in price lists, quotations and order confirmations are in DKK exclusive of VAT. Unless otherwise agreed in writing, the prices are EXW and exclusive of packaging and any additional costs.

6.2 / All prices stated in quotations shall, unless otherwise specified, be valid for 3 months from the date of the quotation.

6.3 / Reservations are made for printing errors in quotations and order confirmations.

7.0 PAYMENT AND PROVISION OF SECURITY

7.1 / The time for payment of the Delivery is stated in the order confirmation. Unless otherwise agreed, payment shall be due net 14 days from the invoice date, provided that a positive credit rating of the customer is available from the insurance company used by GH Form at any time. If such a positive credit rating is not available, delivery shall only take place if the customer pays for the Delivery before delivery is initiated.

7.2 / For Deliveries the price of which exceeds DKK 100,000, the customer shall pay 20% of the total purchase price when the order is placed. In case of partial deliveries, GH Form shall also be entitled to demand payment for the partial delivery before delivery thereof. The advance payment shall not be set off until the last part of the Delivery is delivered (final settlement).

As far as customised Deliveries are concerned, the customer shall pay 30% of the total purchase price when the order is placed. In case of partial deliveries, GH Form shall also be entitled to demand payment for the partial delivery before delivery thereof. The advance payment shall not be set off until the last part of the Delivery is delivered (final settlement).

7.3 / If payment of instalments, cf. clause 7.2 hereof, has not been received at the time when GH Form is to deliver the partial delivery, GH Form shall reserve the right to withhold the remaining part of the Delivery and to demand compensation for any loss suffered by GH Form as a result thereof, cf. clause 3.3 hereof.

7.4 / GH Form shall at all times be entitled to demand security for the payment of the purchase price prior to executing the Delivery.

8.0 INTEREST

8.1 / In the event that payment is not made on time, GH Form shall reserve the right, without further notice, to charge interest on the amount due from the due date at the rate of 2% per month or part thereof.

9.0 DEFAULT OF PAYMENT

9.1 / Should the customer fail to comply with the payment terms specified in the order confirmation, GH Form shall send a reminder notice to the customer, for which GH Form may charge a fee of DKK 100 per reminder notice. Should the Customer fail to comply with the payment terms, GH Form shall also be entitled to withhold any further deliveries to the customer. This shall apply regardless of whether such deliveries are in any way connected or not.

9.2 / Should the customer fail to pay the amount due within the time stated for payment in the reminder notice, GH Form shall reserve the right to cancel the purchase agreement relating to the Delivery and sell the Delivery or parts thereof to a third party. In this case, the customer shall be obliged to put GH Form in a financial position as if the purchase agreement had been correctly performed. The customer shall thus be obliged to compensate the documented loss suffered by GH Form in connection with such sale to a third party. GH Form shall be obliged to set off any profit earned in connection with such sale to a third party against the claim towards the customer for payment of the purchase price.

10.0 RIGHT OF CANCELLATION

10.1 / When a binding agreement on the Delivery has been concluded, it shall not be possible to cancel the agreement and the customer shall not be entitled to return ordered deliveries.

11.0 FORCE MAJEURE

11.1 / GH Form shall not be liable for any delay in the production or delivery of the Delivery that is due to force majeure events, including, but not limited to, suppliers' inability to deliver with regard to the delivery of materials, components, parts or the like which are necessary for GH Form's performance of its obligations, or any other event that is beyond the control of GH Form and which prevents or significantly complicates GH Form's performance of its obligations in accordance with the agreement with the customer.

12.0 DAMAGES AND LIMITATION OF LIABILITY

12.1 / With the exceptions listed below, GH Form shall be liable to pay damages according to the general provisions of Danish law.

12.2 / The customer shall not be entitled to claim damages for any indirect loss and consequential damage, such as operating loss, loss of profit, loss of interest, and loss due to loss of savings, as well as for daily fines or other agreed penalties incurred by the customer as a result of defects in or the late delivery of the Delivery. In the event that the customer or a third party has built the Delivery into or in any other way integrated the Delivery into buildings or products, and the Delivery later turns out to be defective, the customer shall not be entitled to demand that GH Form shall pay the costs associated with dismantling and/or re-establishing the Delivery in relation to the building or product in question in connection with GH Form repairing the defect or making a replacement delivery.

12.3 / The total liability of GH Form shall in all cases be limited to the value of the Delivery on which the customer's claim is based.

13.0 PRODUCT LIABILITY

13.1 / With respect to personal injury and damage to consumer goods caused by defects in the Delivery (injury and damage caused by defective products), GH Form shall be liable in accordance with the provisions stipulated in the Danish Product Liability Act.

13.2 / With respect to damage to property that is used for commercial purposes, GH Form shall only be liable for defects in the Delivery that have caused such damage in so far as the defect is the result of GH Form's intentional or grossly negligent acts or omissions.

14.0 GUARANTEE

14.1 / GH Form guarantees that all Deliveries shall be carried out in accordance with good craftsmanship.

15.0 APPLICABLE LAW AND VENUE

15.1 / All agreements on Deliveries shall be subject to Danish law, and any dispute arising from Deliveries governed by these terms of sale and delivery shall be settled by the ordinary Danish courts if it is impossible to settle the dispute amicably.