

## Dantonit A/S

### Terms and Conditions of Sale and Delivery as at January 23,

#### 2024

##### 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

Written or telephone orders 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, energy surcharge, natural gas surcharge 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. 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. Failure to comply with the Seller's terms of payment will be considered a material breach which entitles the Seller to immediately stop further deliveries and to demand immediate payment of any receivables, outstanding or not.

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 e-mail, this can be notified to: nbs@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 truck 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 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 place of delivery. 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.

##### 10. Documentation

All documentation of goods' quantity, consistency and similar must be documented for the delivery on completion of loading at the Seller's works. The Seller's internal quality control provides the basis for the documentation.

##### 11. 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. In the event of a defective delivery, the Seller will, at its option, either remedy the defects, redeliver or credit the purchase price for the goods sold. The Buyer may not otherwise raise any claims against the Seller, which thus inter alia does not cover the Buyer's direct and indirect loss or consequential damage. The Seller's liability for damages may under no circumstances exceed the value of the invoice. 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. Claims against the Seller expire six months after delivery.

##### 12. 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 loss 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.

# DANTONIT

## **13. Termination of contract**

The Seller will be entitled to terminate established agreements in full or in part if there are objective grounds for the Seller to be prevented from fulfilling the agreement, or this fulfillment is disproportionately onerous for the Seller. Such objective grounds might be, but are not limited to:

- Expiry/withdrawal of an excavation permit, or should conditions arise, including official requirements concerning e.g. archeology, conservation or the environment, which make the extraction of natural resources impossible or unprofitable in the Seller's assessment.
- The deposit proves not to contain the natural resources required, or extraction proves to be more costly than assumed.
- The Seller discontinues an extraction location, thereby significantly increasing the cost of transport.
  
- The desired quantity or type of natural resources is depleted at the quarry in question.

The Seller must notify termination as soon as possible, but will not hold any liability, irrespective of the terms of notice in relation to the nature of the relevant objective grounds.

## **14. NCC's Code of Conduct**

When entering into agreements with the Seller, the Buyer agrees to observe and comply with NCC's Code of Conduct and NCC's business principles described therein. NCC's Code of Conduct is available at [www.ncc.dk](http://www.ncc.dk)

## **15. Disputes**

Any dispute arising in connection with this agreement, including disputes concerning the existence or validity of the agreement, shall be settled under Danish law by means of arbitration by the Danish Building and Construction Arbitration Board in accordance with the rules adopted by the Arbitration Board in this regard which apply at the initiation of the arbitration case.