

## General Terms of Sales and Delivery for API Marine ApS

### 1. Preamble

These General Terms shall apply to all purchase agreements concluded between API Marine ApS, hereinafter called the Supplier, and its customer hereinafter called the Purchaser. The items to be supplied in conformity with these terms are hereafter called the Products. Any deviation from the herein stated "General Terms of Sales and Delivery" shall be valid only when confirmed in writing by the Supplier, irrespective of any conditions stipulated in the Purchaser's order form.

### 2. Product Information

All particulars contained in brochures, catalogues, pricelists, etc. of performance, capacity, dimensions, weights, and other technical specifications, whether in electronic or any other form, are binding only to the extent that they are by reference expressly included in the contract.

### 3. Quotations and Agreements

Prices are quoted for delivery "Ex Works" (in accordance with INCOTERMS 2020)

Unless otherwise agreed in writing, the prices stated in the price lists, quotations, contracts, and agreements are exclusive of VAT and other taxes or duties.

### 4. Price Alterations

The Seller reserves the right to alter prices in case of major changes of rates of exchange, increased prices for raw materials, political events, or other conditions which the Seller cannot control, unless a written agreement states that the Seller is not intitled to make such reservation.

### 5. Orders

Orders are accepted only when confirmed in writing.

The execution of an order is subject to conditions as laid down in "Force Majeure".

### 6. Delivery

Delivery dates Ex Works is stated in the Order Acknowledgement and are

given to the best of the supplier's judgement. If the Supplier finds that an agreed delivery date cannot be observed or that a delay is likely, the Purchaser shall receive notification hereof in writing with an indication of the expected delivery date.

### 7. Shipment, Passing of Risk

Shipment is affected for and at the Purchaser's expense and risk. The risk shall be transferred no later than when the Products is are handed over to the first carrier. At the Purchaser's order and for his account, a transport insurance will be taken out. Any claim for damage shall be notified within 7 days of the arrival of the Products.

### 8. Payment

The Supplier's terms of payment are as stated in the Contract, Agreement, Order Acknowledgement, and Invoice. If the Purchaser fails to pay the Invoice price by the due day, the Supplier shall be entitled to charge a penalty interest on the overdue amount from the date for payment at a rate of 1.5% (one and a half per cent) per month until payment is made. The Supplier reserves the right to adjust the interest rate in conformity with any changes in the official discount rate of the Danish Central Bank.

### 9. Reservation of Title

The Product shall remain the property of the Supplier until paid for in full to the extent that such retention of property is valid under applicable law.

At the request of the Supplier, the Purchaser shall assist in taking any measures necessary to protect the Supplier's title to the Products in the country concerned. The retention of title shall not affect the transfer of risk as under "Shipment".

### 10. Warranty

The Seller warrants that under normal use and service its products will function in accordance with the currents product specifications if installed and operated in accordance with the accompanying installation manuals or

instructions; but the Buyer is solely responsible for the determining the suitability of the Products for the Buyer's use. The Buyer shall examine the Products immediately after receipt with responsible care; defects discovered shall be reported to the Seller within a preclusive period of 2 weeks in writing. Not recognizable defects shall be reported in writing to the Seller within 2 weeks after discovery.

In case of defects reported to the Supplier for a period of 12 consecutive months after delivery (invoice date) the Supplier shall - upon the Purchaser's request - at its option without undue delay supply the necessary materials, spare parts, components, or subassemblies to replace the defective part of the Supplier's Products free of charge to the Purchaser under the following conditions:

- a. Free of charge delivery includes insurance, free packing, sea or rail transport, truck or parcel post to any destination indicated by the Purchaser. Additional costs such as express and special deliveries or air freight must be paid by the Purchaser.
- b. The Purchaser's warranty claim must be in writing and copy of the installation report in addition to a report regarding the nature of the defect attached to the warranty claim. The defect part will for inspection have to be returned to the Supplier for the cost of the Purchaser unless expressly agreed otherwise in writing.

- c. An invoice will be issued for the specific replacement unit, which must be returned to the Supplier for inspection not later than 90 days after shipment from the Supplier. A fault report in writing of any observation of defect observed by the Purchaser must be included. Following inspection by the Supplier - in line with the guidelines d.) and e.) of the returned unit - a report will be worked out and in case of warranty is found applicable, the replacement unit will be credited. In case the defect unit does not arrive to the Supplier within 90 days from shipment from the Purchaser – full payment of the replacement unit will apply.
- d. The installation procedure of the Supplier's products must have been performed properly by technicians authorised by API Marine ApS and according to drawings, specifications and installation regulations of the Supplier and the Purchaser.
- e. The defect must have been caused by faulty material or workmanship. Rectification shall not include any defects arising from lack of maintenance or failure to comply with the Supplier's directions, unauthorised or improper use, adjustments or alterations made without the Supplier's written consent or extreme weather conditions.
- f. The original warranty period will not be prolonged after the repair or replacement of the defect.

### 11. Limitation of Liability

In case of the Purchaser being a manufacturer according to the Danish legislation regarding product liability the Supplier shall have no liability to the Purchaser for personal injury, death or any damage to property caused by the Product after it has been delivered and whilst in the possession of the Purchaser or any Third Parties. Nor shall the Supplier be liable for any damage to Products manufactured by the

Purchaser, or to Products manufactured by any Third Parties, of which the Supplier's Products forms a part.

If the Supplier incurs liability towards any Third Party for such damage as describe in the preceding paragraph of this Clause, the Purchaser shall indemnify, defend and shall be obliged to hold the Supplier harmless in accordance with these conditions.

If a claim for damage as described in this Clause is lodged by any Third Party against one of the Parties, the latter Party shall forthwith inform the other thereof in writing.

The Supplier and the Purchaser shall be mutually obliged to let themselves be summoned to any court or arbitral tribunal examining claims for damaged lodged against one of them based on any damage allegedly caused by the Product.

The above limitations of the Suppliers liability shall not be applicable in the event of gross negligence on the part of the Supplier.

The total liability of the Supplier for each Order in contract, tort, law or otherwise shall be limited to the value of that order.

In other cases, than the above The Supplier's liability is determined according to mandatory Danish legislation.

### 12. Consequential Loss

Same as elsewhere stated in these conditions, neither party shall be liable towards the other Party for loss of production, loss of profit, loss of use, loss of contract or for any consequential, economic, or indirect loss whatsoever.

The above exemption shall not apply if the Supplier has been guilty of gross negligence.

### 13. Force Majeure

If the execution of an order or any obligation under it is prevented or interfered with by reason of any of the following factors, the Parties shall be excused from performance.

Labour conflict, strike, lock-out or any other circumstances beyond the control of the Parties, such as fire, war mobilisation or unforeseen drafting for military service, sabotage, requisitioning, confiscation, currency restrictions, riot and civil commotion, lack of means of transport, general scarcity of goods, restrictions on motive power and defective supplies from sub suppliers or delay of deliveries from sub suppliers caused by any of the factors mentioned above.

### 14. Applicable Law and Disputes

All agreements shall be governed by and construed in accordance with Danish Law.

Any dispute from or in connection with a purchase agreement as defined in Clause 1 shall be submitted to the Maritime and Commercial Court of Copenhagen.