

**GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF NORDIC LUBE APS**  
**Version 1.0**

**1. DEFINITIONS AND APPLICABILITY**

1.1 In these general terms and conditions:

**"Conditions"** means these general terms and conditions of sale and delivery;

**"NLA"** means Nordic Lube ApS, CVR/VAT no.: (DK)41330929, Udsigten 19, Kirke Værløse, DK-3500 Værløse;

**"Customer"** means every legal entity, representative of a legal entity or partnership who is a party to or involved in any (legal) act as referred to in Article 1.2, or to whom a (legal) act is directed as referred to in that Article, or who has made a request as referred to in that Article.

**"Parties"** means NLA and the Customer jointly.

1.2 These Conditions apply to all offers, quotations, order confirmations, deliveries of products and to invoices from NLA to the Customer; all orders and written confirmations of the Customer to NLA; all agreements concluded between NLA and the Customer and any changes thereto; and to all requests from the Customer for the delivery of products, regardless of whether an agreement will be or has been concluded between NLA and the Customer.

1.3 The application of general terms and conditions of the Customer or any other terms and conditions is excluded. The Customer may only invoke different and/or additional stipulations if and in so far as these are accepted by NLA in writing. Such different and/or additional provisions are without prejudice to the applicability of these Conditions and apply solely in respect of the specific agreement for which they are expressly agreed in writing.

1.4 By accepting these Conditions the Customer also accepts the applicability of these Conditions to all agreements to be concluded between NLA and the Customer in the future and to all offers, quotations, orders, order confirmations and (requests for) the delivery of products.

**2. OFFERS AND CONCLUSION OF AGREEMENTS**

2.1 All offers and quotations by NLA, and all orders of the Customer (both oral and written) are subject to contract and are not binding on NLA, unless NLA's offer or quotation expressly provides otherwise. NLA reserves the right to refuse orders placed by the Customer at all times.

2.2 If an offer or quotation by NLA comprises various price elements, it will not necessarily follow that NLA will be obliged to deliver part of the products to which the offer or quotation pertains at a corresponding percentage of the quoted price, nor will the offer or quotation concerned automatically apply to repeat orders. If the Customer wishes to place a repeat order, this will be billed separately.

2.3 All documents and information, including but not limited to technical descriptions, (product) specifications, analyses, data, size and weight specifications, as included in leaflets, brochures, product information and material safety data sheets, offers, quotations and the like, are as accurate as possible but are not binding on NLA. These may in no event be considered to be an exact representation of anything that is offered by NLA or that it is required to deliver. Where an offer or quotation of NLA is accompanied by documents and

information as set forth herein, irrespective of whether these documents and this information was compiled by NLA itself and/or by third parties, the Customer agrees not to reproduce these documents and this information or to disclose these to third parties without the prior written permission of NLA. These documents and this information will remain the property of NLA or of the relevant third parties and are to be returned to NLA at its first request.

- 2.4 The Customer is obliged to provide NLA with all the information and documents it requires, to prepare an offer or quotation for the Customer and to perform the agreement, in a timely manner.
- 2.5 The Customer may place orders with NLA either in writing or electronically (via the NLA website). Agreements between NLA and the Customer will only have been concluded if and as soon as:
- i) the Customer has accepted NLA's order confirmation in writing and this acceptance has been successfully received by NLA, or
  - ii) NLA has sent the Customer an invoice/invoice for advance payment, whereby the date of that invoice will be decisive, or
  - iii) if, at the request of the Customer, NLA has already commenced executing the Customer's order, including (but not limited to) the delivery of products, this earlier date. The order confirmation NLA sends to the Customer will be deemed to fully represent the agreement, including the applicability of these Conditions.
- 2.6 Each agreement formed between NLA and the Customer in accordance with Article 2.5 results in a separate agreement between NLA and the Customer.
- 2.7 For work for which, due to its nature and scope, NLA does not issue a quotation or order confirmation, the invoice will also be regarded as order confirmation, and that invoice will be deemed to accurately and completely represent the agreement.
- 2.8 If an agreement is concluded between NLA and the Customer, the Customer cannot cancel the agreement.
- 2.9 If NLA deems this necessary or desirable, it may engage the services of third parties for the performance of the agreement; the related costs will be charged to the Customer in accordance with the submitted quotation or order confirmation. If possible and/or necessary NLA will consult the Customer on the matter.

### **3. PRICES**

- 3.1 Unless otherwise expressly agreed in writing, all prices for NLA's products are:
- a) based on the most recently adopted price lists/prices of NLA;
  - b) based on delivery FCA Zevenbergschen Hoek or FCA Wieldrechtseweg 37, 3316 BG Dordrecht (at the premises informed by NLA), Incoterms® 2020. The specific location depends on the product and shall be decided by NLA only;
  - c) exclusive of VAT and external costs including (but not limited to) carriage costs, loading and unloading charges, insurance costs, import duties, excise duties, and any other state taxes, levies and duties;
  - d) stated in EUR, while (exchange) rate differences, costs or changes can be charged to the Customer.

- 3.2 Each ordered product will be delivered against payment of the price that NLA charges for that product on the day on which NLA has received the order concerned.

#### **4. PAYMENT**

- 4.1. If the Customer is a new customer or where the position of the Customer gives cause thereto, the creditworthiness of the Customer will be checked by NLA's credit insurer. If the credit insurer subsequently states that it is prepared to insure the transaction(s) with the Customer, payment from the Customer is due by payment or transfer to a bank account designated by NLA within 30 (thirty) calendar days after the date of the invoice, without any discount, postponement or set-off, unless it is expressly otherwise agreed in writing. If the credit insurer states that it is not prepared to insure the transaction(s) with the Customer, payment of the full purchase price of the ordered product or products by the Customer is due in advance, minimum 5 (five) banking days before NLA commences delivery, unless the parties expressly otherwise agree in writing.
- 4.2. The Customer will, on first demand by NLA, provide security, in a manner to be decided by NLA, for the timely and correct fulfilment of its obligations.
- 4.3. If the Customer fails to fulfil its payment obligations, or fails to do so fully or on time, it is considered to be a significant breach of contract and any amount the Customer owes will be immediately due and payable, without warning or notice of default being required, plus interest at a rate of 1.5% compounded monthly, on (the remainder of) the amount the Customer owes from the first day after the agreed term of payment as referred to in Article 4.1 has expired.
- 4.4. NLA reserves the right to adjust the interest rate referred to in Article 4.3 from time to time, of which it will notify the Customer in writing as soon as possible. The Customer is at all times required to pay the interest rate adjusted in accordance with this Article.
- 4.5. All judicial and extrajudicial costs NLA incurs in connection with collecting the amounts the Customer owes, are for the Customer's account.
- 4.6. Each payment by the Customer will firstly be regarded as payment for any costs that are owed, next for any interest due, and after these have been fully paid, as payment for the oldest invoice still outstanding, regardless of whether the Customer has stated something else when making the payment.
- 4.7. The Customer will in no event be entitled to set off any amount it owes NLA, whether disputed or not, with any amount NLA owes the Customer, whether disputed or not, or to suspend payment of such amount owed to NLA, unless expressly otherwise agreed with NLA in writing.
- 4.8. If the Customer fails to fulfil its payment obligations, or fails to do so fully or on time, NLA may, at its own discretion, suspend the performance of the agreement and of any other agreements between the parties, or dissolve any agreement entered into with the Customer, either wholly or in part, without any obligation on the part of NLA to pay the Customer any compensation. In addition, NLA may require the Customer to pay compensation in the event that it fails, in full or in part, to fulfil its obligations under the agreement, or under any other agreement, or fails to do so correctly or on time.
- 4.9. Any complaints in connection with invoices or (advance) bills must be submitted to NLA in writing, accurately stating the reason for the complaint, within 14 (fourteen) calendar days after the date of

invoice. After this term has expired, the Customer is deemed to have accepted the invoice or (advance) bill. Thereafter, NLA will no longer consider any complaints with respect to these.

## **5. DELIVERY TIME, DELIVERY, TRANSPORT AND RISK**

- 5.1. Any agreed delivery periods and dates apply by approximation only and are in no event to be regarded as strict deadlines. If the Customer still has to fulfil any obligation towards NLA, regardless of the reason, including effecting an advance payment, NLA may suspend delivery. If a delivery period is exceeded because the Customer failed to clearly specify delivery or other instructions, or due to a circumstance beyond NLA's control that prevents/prevented making the delivery within the agreed period, the delivery period will be extended by a duration equal to the period that the performance is delayed or hindered.
- 5.2. If a delivery period is exceeded, the Customer will in no event be entitled to any compensation of any direct or indirect loss, or to dissolve the agreement, or to suspend any of its obligations under the relevant agreement or under any other agreement.
- 5.3. Unless parties otherwise expressly agree in writing, all deliveries are FCA Zevenbergschen Hoek or FCA Wieldrechtseweg 37, 3316 BG Dordrecht (at the premises informed by NLA), Incoterms® 2020. The specific location depends on the product and shall be decided by NLA only. The products are for the account and risk of the Customer from the moment of delivery. If the parties have agreed in writing a different delivery method in respect of an agreement, this different delivery method will only apply in respect of that individual agreement and not for any other agreements concluded between the same parties.
- 5.4. In the case of delivery FCA (as stated in Article 5.3) the goods shall always be transported at the Customer's expense and risk. The Customer indemnifies NLA against all claims of the transporter. The Customer shall always cooperate with the physical act of delivery.
- 5.5. For each delivery, NLA and the Customer will consult as to the time when the Customer will take delivery of the products at the delivery address agreed between the parties. If the Customer takes delivery of the products at another time than the one agreed with NLA, and NLA is forced to incur extra costs as a result, NLA shall be entitled to charge these extra costs to the Customer.
- 5.6. If the products are delivered at the agreed place of delivery by NLA, the Customer will be responsible, where applicable, for indicating the relevant means of transport or place of storage of the Customer to or in which the products are to be delivered, and for a proper and safe connection of its installation to that of NLA. During the delivery of the products by NLA the Customer must furthermore ensure that the delivery takes place correctly and must immediately warn NLA or the third party engaged by NLA to make the delivery if something goes wrong or threatens to go wrong during the delivery. The Customer shall be liable for errors and omissions in relation hereto.
- 5.7. During the collection, loading and delivery of bulk cargoes the Customer is himself responsible for the quality of the container, tanker or storage tank being filled. NLA cannot be held liable for the implications of any contamination remaining in the container, tanker or storage tank.  
The NLA has the right to refuse delivery in an area designated by the Customer that does not meet NLA's standards of safety and cleanliness (including the ambient temperature) and to charge the Customer for any losses suffered in that regard. NLA cannot under any circumstances be held liable for losses caused by

receipt of the goods in an unsound area. The Customer indemnifies NLA against the claims of third parties in that regard.

- 5.8. If the Customer does not take delivery of the products at the time when they are offered to the Customer at the delivery address agreed between the parties – irrespective of the reason – NLA will be entitled to store the products or have them stored for the risk and account of the Customer. After a period of 60 (sixty) calendar days has expired, NLA may subsequently sell these products. If NLA does not succeed in selling the products or if the proceeds of such sale are less than the price agreed with the Customer, NLA may charge the difference, as well as the costs incurred in this respect, to Customer, without prejudice to NLA's other rights. In view of their nature, products that NLA has specifically produced for the Customer further to the specifications and other instructions of the Customer, cannot be resold. The sales proceeds NLA has not realized as a result as well as the costs incurred in this respect will be for the account of the Customer, without prejudice to NLA's other rights.
- 5.9. If and as soon as NLA offers the products to the Customer at the agreed delivery address, the Customer is obliged to immediately inspect the products and the packaging, or have them inspected, for visible defects and for shortcomings and/or deviations (as regards type and/or quantity) from the products for which NLA has invoiced the Customer. The Customer is obliged to notify NLA immediately, but at least within 24 hours after delivery, of any visible defects or established shortcomings/differences, and to give NLA the opportunity to verify this. The Customer is obliged to state any complaints, or have them stated, on the delivery note, the invoice and/or the transport documents. If the Customer fails to comply with its inspection and information obligations, as referred to in the preceding sentences, the Customer is deemed to have approved the delivery in the form, manner and quantity delivered. Any complaints regarding the delivery will henceforth no longer be accepted, except where otherwise provided in Article 6 in this regard.
- 5.10. If the numbers, quantities, measurements and weights of the goods delivered differ by less than 10% of what has been agreed, the Customer will none the less be obliged to accept the delivered goods. In that case the Customer will not be entitled to the delivery or return of the differences between the delivered goods and what was agreed between the Parties.
- 5.11. If the delivery is deemed to be an intra-community transaction subject to 0% VAT (within the meaning of article 28, quarter subsection A of EEC Directive 91/680 of the European Council), the Customer – if the Customer arranges the transport – must inform NLA in writing and in good time prior to the time of delivery which individual VAT number the Customer will be using for each transaction and to which other EU Member State the product is being transported to by and on behalf of the Customer. If in the case described above NLA has gained sufficient assurances that the Customer will provide the necessary proof on request, NLA will charge VAT at the 0% rate. The Customer will on request submit to NLA as soon as possible but within 5 calendar days at the latest documentary evidence showing that the product has in fact been transported to the indicated EU Member State under the VAT number in question. The Customer is liable for the VAT, increases, interest and fines payable by NLA if the aforementioned documents are not received on time by NLA and/or those documents, in the judgement of the tax authorities, are not correct or do not constitute sufficient proof to justify the 0% VAT rate.

## 6. REPORTING COMPLAINTS

6.1. Complaints with respect to non-visible defects must be reported by email, stating exactly the nature of and reason for the complaint to NLA's main e-mail address, [info@nordic-lube.com](mailto:info@nordic-lube.com), within 7 (seven) calendar days after these are discovered or after they could in reasonableness have been discovered, but in any event no later than 8 (eight) calendar weeks after delivery has taken place on pain of forfeiture of all claims.

6.2. Upon receiving a written report in accordance with Article 6.1, NLA will investigate the validity of the complaint. To this end, the Customer will allow NLA or third parties engaged by NLA to inspect the product concerned at the Customer's premises (including but not limited to taking samples thereof). If, in the opinion of NLA, a complaint about a product delivered by NLA is well-founded and the Customer – again in the opinion of NLA – has furnished sufficient evidence that the defect, as referred to in Articles 5.9 and 6.1, already existed at the time when the delivery was made, NLA will, in each instance at its own discretion:

- (i) replace the defective product free of charge, or
- (ii) refund the purchase price of the defective product to the Customer, whereby the Customer will not be entitled to any damages whatsoever.

However, all costs incurred as a result of the special wishes or demands of the Customer will be for the Customer's account. The same holds true for any extra direct or indirect costs including, but not limited to, transport costs, travelling costs, wages, and waiting costs caused by the Customer and for any other costs that may in reasonableness not be attributed to NLA.

6.3. All products that are subject to complaints in accordance with Articles 5.9 and 6.1 may only be returned to NLA with and after NLA's express written prior consent.

6.4. If, in NLA's opinion, a complaint about a product delivered by NLA is unfounded or if the Customer – again in NLA's opinion – has furnished insufficient evidence that the defect, as referred to in Articles 5.9 and 6.1, did indeed already exist at the time when the delivery was made, NLA will be entitled to recover all costs already incurred in this connection from the Customer.

6.5. The Customer will in no event be entitled to suspend performance of any obligations under any agreement in connection with a complaint as referred to in Articles 5.9 and 6.1.

## 7. RETENTION OF TITLE

7.1. Without prejudice to the provisions of Article 5.3, NLA retains title to all products delivered to the Customer until the date on which the purchase price for each of these products is paid in full, including interest and costs, if any are due. Retention of title also applies in respect of claims NLA may acquire against the Customer due to the failure of the Customer to fulfil any of its obligations towards NLA.

7.2. If and for as long as NLA retains title to the products, the Customer may not dispose of these products or create any restricted right on them, other than in the normal course of its business. The Customer is obliged to include a similar retention of title clause in respect of the products in agreements it concludes with third parties. The Customer's right to dispose of the products in the normal course of its business automatically lapses if:

- (i) an attachment order is made against the Customer,
- (ii) the Customer files for an administration order or bankruptcy,

- (iii) a bankruptcy petition against the Customer is or will be filed, or
- (iv) the Customer enters into a payment arrangement with one or more of its creditors.

7.3. If the Customer creates a new product (partially) out of the products supplied by NLA, the Customer only creates that product for the benefit of NLA and the Customer will retain that product on behalf of NLA for as long as the Customer has not fully paid the sums due to NLA under the agreement. Until the moment the Customer pays these sums, NLA will retain all rights as owner of the rights of the new product.

7.4. The Customer is obliged to store all products sold and delivered to it by NLA, at its premises, separately from other products and clearly identified. The Customer has a duty of care with respect to products that are subject to retention of title and will insure these and keep them insured against the usual risks in the sector, including but not limited to: fire, theft, explosion, destruction, pollution and water damage. The Customer is obliged to provide its insurance policies to NLA on demand.

7.5. If the Customer fails to fulfil its obligations under any agreement it has concluded with NLA or if NLA has compelling grounds to suspect that the Customer will fail to fulfil its obligations under any agreement it has concluded with NLA, NLA is eligible to (procure to) remove the products delivered to the Customer, to repossess these, and to store them elsewhere. This right exists specifically, but not only then, if:

- (i) the Customer files for an administration order or bankruptcy,
- (ii) a petition for the Customer's bankruptcy is or will be filed, or
- (iii) the Customer enters into a payment arrangement with one or more of its creditors.

If NLA wishes to exercise its property rights as referred to in this Article, the Customer herewith unconditionally and irrevocably grants NLA or a third party/parties engaged by NLA permission to enter the place where the products that are the property of NLA are located and to repossess them.

7.6. The Customer will notify NLA within 24 hours after having become aware that third parties allege rights in respect of products delivered by NLA that are subject to retention of title, or that third parties wish to create rights on such products or seize them, in which event NLA will be entitled to temporarily or permanently (procure to) take the products concerned away from the Customer, or to repossess them and/or to (procure to) store them elsewhere.

7.7. All costs related to the exercise of the retention of title, including, but not limited to, those for transport and storage, will be for the Customer's account.

7.8. If NLA exercises its retention of title, NLA may at all times, but is not obliged, to sell the products to a third party and NLA will credit the Customer for the lower of the market value (which shall be determined by NLA only) of the products, or for the net sales value, after deducting all costs incurred in the repossession of the products, and without prejudice to NLA's right to compensation of the loss it suffers due to the Customer's failure.

7.9. If the Customer resells products that have not (yet) or not fully or only partially been paid for, the Customer shall, on demand by NLA, create a right of pledge on the claims the Customer acquires against its own customer as a result of this resale. On demand by NLA, the Customer will provide all relevant data and do everything that is necessary in order to create the right of pledge. All sums paid by the successive buyer to NLA under the right of pledge will be deducted from any amount the Customer owes NLA.

## **8. LIABILITY**

- 8.1. The Customer itself will be liable for any loss caused by defects to, or as a result of the unsuitability of, products it has furnished, or which it has prescribed, or which had to be purchased from a supplier prescribed by the Customer, as well as for the non-delivery or late delivery of those products.
- 8.2. NLA will not be liable for any loss arising from the fact that the Customer has provided incorrect, incomplete, or unreliable information or data to NLA. Nor will NLA be liable for any loss that may be attributed to any acts or omissions of the Customer, in addition to those mentioned in the previous sentence, or of a third party engaged by or on the instructions of the Customer.
- 8.3. The Customer is obliged to use a product supplied by NLA for its intended use as stated in the product information sheet for that product. NLA will not be liable for any loss if the Customer uses the product for a purpose other than its intended use as stated in the product information sheet.
- 8.4. NLA will not be liable for any loss:
- i) caused by a fault against the Customer, regardless of whether or not it is accountable, or
  - ii) caused by an unlawful act against the Customer, or
  - iii) based on any other (legal) ground.
- 8.5. NLA will in no event be liable for any trading, consequential or indirect loss, including but not limited to loss of profit or sales, damage to the environment, and immaterial loss.
- 8.6. Without prejudice to the foregoing provisions, NLA's liability will in all instances be limited to the original purchase price for the products, or, if less, the amount for which NLA's liability insurance provides cover and that is paid out in the instance concerned.
- 8.7. The Customer is obliged, at NLA's first request, to recall any products it has brought on the market that are shown to be defective within a reasonable period of time and in consultation with NLA, all this at the discretion of NLA (recall action). Each action undertaken by the Customer and all costs it incurs in this regard require the consent of NLA and must be approved by NLA in writing in advance.

## **9. CUSTOMER'S OBLIGATIONS; INDEMNIFICATION**

- 9.1. The Customer will take all precautions and comply with all directions regarding safety and use which must be observed in respect of the transport and storage of the products delivered by NLA and which contribute to the durability of the products and the safety of the Customer or third parties it has engaged. Such precautions and directions regarding storage, safety and use are stated, inter alia, in the relevant product information sheets and material safety data sheets provided by NLA to the Customer in respect of the product.
- 9.2. If products are intended for customers outside EU, the Customer will ensure that the products are suitable for sale outside EU, in particular with regard – but not limited – to the legislation that applies in the relevant country (other than EU legislation) with respect to trading, product liability, safety and other applicable regulations in connection with the delivery.
- 9.3. The Customer will indemnify NLA against all third-party claims for damages where these concern loss as a result of non-compliance by the Customer with the Conditions or other requirements of NLA. In addition,



the Customer will compensate all loss or damage NLA will suffer in such instance, including but not limited to damage to its reputation and good name.

## **10. SUSPENSION AND DISSOLUTION**

10.1. If and as soon as:

- i) the Customer has failed to fulfil any of its obligations under these Conditions or under any agreement with NLA, or has failed to do so correctly or on time;
- ii) third parties assert rights over the property of the Customer or if its assets are seized;
- iii) the Customer files for an administration order or bankruptcy, or an application is or has been filed for the liquidation of or an administration order over the Customer, the Customer enters into a payment arrangement with one or more of its creditors, or the Customer creates the impression that it is or will be unable to pay its debts in any other way;
- iv) the Customer (being a natural person) dies, an administration order is issued against him or the Customer is placed under guardianship, or is involved in a debt management procedure;
- v) The Customer resolves, either voluntarily or not, to wind up or liquidate its business, or its business is continued under a different legal form, or its registered office or actual business address is moved to another country, or the direct or indirect control over the Customer is transferred to a third party;
- vi) The Customer assigns the rights under any agreement to which these Conditions apply to a third party;
- vii) a NLA employee or a third party engaged by NLA is offered any benefit by or on behalf of the Customer in connection with the forming or the performance of the agreement or any benefit is offered by such employee or third party;

any claims NLA has against the Customer, regardless of the reason, will become immediately due and payable, without any demand or notice of default. In addition, NLA may in such event, at its own discretion, suspend its obligations towards the Customer, regardless of the reason, until the Customer has fully fulfilled its obligations towards NLA, and/or may dissolve the agreement either wholly or in part, in both instances without judicial intervention being required, by way of a written statement and without being liable to the Customer in any way for any loss, costs, or interest and without prejudice to NLA's right to claim full compensation.

## **11. FORCE MAJEURE**

11.1. For the purpose of these Conditions, force majeure means any circumstance taking place independent of the will of NLA, even if such circumstance could already have been foreseen at the time of entering into the agreement, and which temporarily or permanently prevents the performance of the agreement, either wholly or in part. This includes: transport difficulties (at sea, over land or in port), fire, accidents, import and export restrictions, (risk of) war, epidemics, pandemics, lock-downs, loss caused by war, mobilization, state of siege, and any other disturbances, riots, unrest, willful damage, epidemics, acts of God, government measures, sit-ins, serious disruptions in the NLA's business, including strikes, blockages, boycotts, excessive absenteeism, and other operational failure, as well as the impossibility of performing the agreement due to a shortcoming on the part of NLA's suppliers or on the part of (ancillary) persons or businesses engaged by NLA in connection with the performance of the agreement, import and export bans, or other statutory impediments either domestically or abroad, and facts and circumstances of an economic nature.

- 11.2. In the event of a force majeure situation NLA may, at its own discretion, suspend performance of its obligations under the agreement or terminate or dissolve the agreement, without judicial intervention being required. Such suspension, termination or dissolution will not create any obligation on the part of NLA to pay any compensation.
- 11.3. In the event of a force majeure situation NLA may demand payment for that which NLA has already performed under the relevant agreement before the force majeure (situation) arose.

## **12. INTELLECTUAL PROPERTY RIGHTS**

- 12.1. All intellectual property rights with respect to the products made, sold and delivered by NLA (including packaging), will remain the property of NLA or – where applicable – its own supplier(s)/licensee(s), and only NLA or – where applicable – its own supplier(s)/licensee(s), are entitled to them. These rights include in any event trade mark rights, copyrights, patent rights, design rights, knowhow, the right to a trade name, database rights, and exclusive license rights. The delivery of a product originating from NLA may not be construed as an express or implicit license for the use, publication, reproduction, operation, or release to third parties of the intellectual property rights, unless NLA has given its express prior written permission thereto.
- 12.2. Any descriptions, technical data, specifications and/or other documents that NLA or – where applicable – its supplier(s)/licensee(s) provide to the Customer and that are or may be the object of any intellectual property right or a comparable right, will remain the property of NLA or – where applicable – its supplier(s)/licensee(s), and must be returned to NLA on demand.
- 12.3. The Customer shall notify NLA immediately if it finds out that a third party has infringed any intellectual property rights of NLA or – where applicable – of its supplier(s)/licensee(s), or if a third party asserts any right against the Customer in connection with the intellectual property rights of NLA or – where applicable – its supplier(s)/licensee(s). If NLA so requests, the Customer will render all reasonable assistance necessary to end the infringing acts or to resolve the dispute as quickly as possible.
- 12.4. If products are manufactured by NLA further to specifications or other directions – in the widest sense of the words – of the Customer, the Customer fully warrants that no third-party trade mark, patent, or any other (intellectual) property rights will be infringed as a result of the manufacturing, keeping in stock, marketing and/or delivery of these products. The Customer will indemnify NLA for any loss, including costs and interests, NLA incurs as a direct or indirect result of any such third-party claims.
- 12.5. If a third party, invoking an alleged right, objects to the manufacturing, having or keeping in stock, marketing and/or delivery of any product, as referred to in Article 12.4, NLA may immediately cease the aforementioned acts, without owing the Customer any compensation in this respect and without prejudice to the obligation the Customer has to indemnify NLA, as referred to in Article 12.4.
- 12.6. If the Customer infringes any intellectual property right of NLA or of a third party, as referred to in Article 12.4, NLA may claim a penalty from the Customer, payable immediately, which is not open to set-off, of EUR 25,000 for each infringement and for each day that the infringement continues, without prejudice to NLA's right to full compensation.

### **13. CONFIDENTIALITY**

13.1. The parties mutually agree to keep confidential all information and data provided by or on behalf of the other party, which the receiving party knows, or reasonably ought to know, is secret and/or confidential and/or that disclosure thereof may harm the disclosing party. Furthermore, the parties mutually agree to keep confidential all communications made by or on behalf of the other party, in writing or otherwise, with the understanding that it will be permitted to use such communications within the receiving party's own organization. The provisions of the preceding sentences do not apply, however, where the parties have expressly given their prior written permission to disclose the information concerned, or where disclosure takes place further to statutory or regulatory obligation.

### **14. MISCELLANEOUS**

14.1. The invalidity, nullification or unenforceability of one of the provisions of these Conditions will not affect the validity of the other provisions.

14.2. NLA may assign its rights and obligations under these Conditions to any of its affiliates. The Customer herewith grants NLA, permission to effect the provision of the preceding sentence and agrees to render every assistance that might be necessary to this end. The Customer is not allowed to assign its rights and obligations under these Conditions, except where this is allowed in these Conditions, or if NLA expressly agrees this with the Customer in writing.

14.3. Except where parties otherwise expressly agree in writing, or except where these Conditions provide otherwise, any claim against NLA will in any event lapse after 1 (one) calendar year from the delivery of a product or 1 (one) calendar year from the moment the product ought to have been delivered.

14.4. The headings and sections of these Conditions are solely intended for ease of reference and do not affect the content and significance of the provisions of these Conditions.

14.5. These Conditions may have been drawn up in the Danish language and translated into other languages. In the event of discrepancies in the text and/or interpretation, the English version will at all times be decisive and binding.

### **15. GENERAL DATA PROTECTION REGULATION (GDPR)**

15.1. NLA processes personal data of and on behalf of the purchaser when selling the goods and supplementary services. NLA has drawn up a privacy statement for this purpose. This is a separate document from the Conditions. The privacy statement is an integral part of the Conditions.

### **16. GOVERNING LAW AND COMPETENT COURT**

16.1. Any commitments between NLA and the Customer, these Conditions and any extra-contractual obligations arising from or related to them will be interpreted in accordance with and are governed by Danish law. The applicability of the United Nations convention on international purchase agreements regarding moveable property (Vienna, 11 April 1980) is expressly excluded.

16.2. Any disputes in connection with, arising from, or related to an agreement concluded by NLA or an offer or quotation to which these Conditions apply wholly or in part, or these Conditions, and any extra-contractual obligations arising from or related to them, shall be handled as follows:

- i) As a starting point, disputes are to be resolved internally, quickly and conveniently between the Parties,
- ii) If the dispute(s) cannot be resolved by the Parties' own efforts, each of the Parties is individually eligible to request mediation. This step does not apply for trademark infringements, which shall be decided by the Maritime and Commercial High Court in Copenhagen, Denmark, with ordinary access to appeal.
- iii) If the Parties have not appointed a mediator in advance, this must be appointed by Mediationsinstituttet, Vesterbrogade 32, DK-1620 Copenhagen, Denmark within 10 working days after it is declared that no solution can be concluded by the parties.
- iv) The mediator must have a meeting with both Parties as soon as possible and at the latest within 10 working days from the appointment stated in step iii.
- v) If a Party refuses to attend the conciliation meeting, this will be considered as a material breach of contract.
- vi) The costs of mediation shall be borne by the unsuccessful Party and, if the outcome of the mediation is not successful, the costs shall be borne equally by the Parties jointly.

If both Parties unanimously want the dispute resolved by a court, the dispute must be decided by the Maritime and Commercial High Court in Copenhagen, Denmark.