

GENERAL SALES AND DELIVERY TERMS

1. Contract documents

Unless otherwise agreed to in writing, the following terms apply to all MILA Beslag A/S's (MILA) deliveries of products and overrule any terms written on the buyer's order, including reference to the buyer's general business terms.

2. Prices

All prices stated in offers and other material are exclusive of VAT and other current and any future public duties as well as other factors outside MILA's control. In the period after conclusion of the purchase agreement and until delivery, MILA reserves the right to change its prices without prior notice relative to changes in the prices of raw materials, wages based on collective labour agreements, duties and taxes on goods, tariff rates, import/export duties, exchange rates, oil surcharges, delivery costs or other factors outside MILA's control which will increase the cost of delivery of MILA's products.

3. Quotations/orders and acceptance

Unless otherwise agreed with the buyer, quotations will always be based on current prices valid on the quotation date.

Quotations from MILA lapse if MILA does not receive acceptance within four weeks from the quotation date, unless a different time limit for acceptance is stipulated in the quotation.

4. Delivery

For all agreements the delivery terms are Ex Works at MILA's address in accordance with current Incoterms. Products are sold including packaging but exclusive of pallets and cases and other external packaging for which the buyer is charged separately.

The stated time of delivery is indicative only, stating the time of expected dispatch from MILA.



For all orders exceeding DKK 3,000 per delivery MILA will – on behalf of the buyer – arrange and handle dispatch with carriage paid delivery in all of Denmark except the Faroe Islands and Greenland. A freight charge is added to orders below DKK 3,000 per delivery, calculated in accordance with MILA's freight table for delivery in Denmark. Further, an additional dispatch fee of DKK 150 is added to orders below DKK 2,000 per delivery.

All export orders – including deliveries to the Faroe Islands and Greenland but except deliveries to Sweden, Norway and Finland – with total values of at least EUR 1,500 per delivery MILA will - on behalf of the buyer – arrange and handle dispatch with carriage paid delivery. Orders with values below EUR 1,500 per delivery are delivered Ex Works.

Particular terms apply for deliveries to Sweden, Norway and Finland: For orders delivered to Sweden and Norway south of the polar circle exceeding DKK 6,000 per delivery and orders delivered to Norway north of the polar circle and to Finland exceeding DKK 10,000 per delivery, MILA will – on behalf of the buyer – arrange dispatch with carriage paid delivery. Orders with values below these amounts are delivered Ex Works. All deliveries to Norway are sent by DDP, except for custom clearance fees which are charged to the buyer.

A dispatch fee of DKK 150 is added to orders with total values below DKK 2,000 per delivery.

In any event, and irrespective whether MILA handles dispatch of the products, dispatch is at the buyer's risk.

MILA chooses a carrier to deliver the product. MILA accepts no responsibility for the loading or securing of product in the transporting vehicle, any delays or damage to the product when caused by factors incurred after the delivery was handed over to the carrier. Furthermore, MILA accepts no responsibility for delays caused by unforeseeable delivery obstacles or difficulties, including failing or defective supplies from our usual domestic or foreign suppliers, government intervention, export or import bans, fires, strikes, lockouts, blockades or other labour disputes or any other conditions that are out of MILA's control and that may delay or obstruct the delivery of products.

Under no circumstances is MILA liable for consequential loss or damage, operating loss or other indirect loss as a result of delayed delivery.

5. Defects, duty of inspection, and complaints

If a product or part of it is defective because of defects in materials or manufacturing which may be attributed to negligence on MILA's part, MILA grants a 12-month warranty, calculated from the date of delivery, corresponding to the price invoiced for the product, or MILA may choose to replace or repair the product in full or in part free of charge.

MILA's liability is strictly limited to the compensation, replacement or repair stated above, and MILA cannot be held liable for direct or indirect damage or loss, including consequential loss or damage, operating loss or loss of profits, time or similar as a result of defects.

If the products are utilised for other purposes than what is stated in MILA's sales material, MILA cannot be held liable for defects.

It is the buyer's responsibility to inspect the supplied product for defects immediately upon delivery and – if the buyer does not collect the product at MILA's – no later than when the buyer receives the product.

If the product does not correspond to the specifications stated by MILA or is not of the quality common for such a product, the buyer must file a complaint no later than three days after the defect has been or should have been detected and in any event no later than seven days from delivery, calculated from the time when the buyer received the product, if the buyer did not collect the product at MILA's.

Any complaint must be made in writing and must describe the defect in question. If the buyer fails to observe the notification limits stated in this clause 5, the buyer's right to claim such defect will lapse.

6. Provision on supplies for construction work

On supply of material for construction work in Denmark, in respect of which a specific agreement on extension of the liability period has been concluded in writing with MILA, the following rules also apply:

MILA's liability for defective supplies will cease five years after handover of the construction work in which the supplies are included. However, on delivery to stocks or for resale, liability will cease no later than six years after delivery to the buyer. If it is deemed to have been proved that a claim pertaining to defective supplies cannot – or can only with great difficulty – be successfully filed against the buyer or against subsequent buyers, the

claim may also be filed directly against MILA. In such events, MILA may, as well, only be held liable for defects to the extent that MILA's own delivery is defective and also only to the extent that follows from MILA's own contractual relationship with the buyer, including in particular these terms of sale and delivery.

Notwithstanding the aforesaid, MILA acknowledges that in the above-mentioned circumstances legal proceedings may be commenced against MILA together with the buyer or subsequent buyers in consequence of the parties' mutual relationship.

Such a dispute must be settled by the Danish Building and Construction Arbitration.

7. Other liability, including product liability

MILA is only liable for damage caused to persons or property by the product sold if the product is used and mounted in accordance with MILA's instructions and general workmanship and it is proved that the damage is caused by defects or negligence for which MILA is liable. Liability for such damage is only recognised if it is proved that it arises from errors committed by MILA, its staff or the manufacturer of the product.

MILA's product liability for damage to property is limited to the annual contract value or EUR 1,000,000, whichever is lower.

In no event is MILA responsible or liable for consequential loss or damage, operating loss, loss of profits, time or other indirect losses, expenses related to temporary relocation etc., including daily penalties claimed as a result of product liability damage.

If MILA incurs product liability towards a third party as a consequence of the buyer's resale or other use of MILA's product, the buyer is obliged to indemnify MILA to the same extent as MILA's liability is limited pursuant to the provisions of these terms of sale and delivery.

8. Order cancellation

Cancellation of orders presumes written consent by MILA. Buyers must inform MILA in writing of their request to cancel an order. A cancellation request is not accepted until MILA has given its written consent. If a cancellation request concerns products that are not stock items, the order cannot be cancelled unless MILA's supplier consents.

9. Returning products

Products may only be returned subject to prior agreement with MILA. Return is carried out at the buyer's expense and risk. If MILA has accepted to receive a return, the

product must be delivered in good condition and in the original packaging. Otherwise, MILA has the right to refuse receipt of the product. Specially manufactured products cannot be returned. To cover administration costs, MILA charges at least 20 % of the invoiced price of the returned product – and no less than DKK 150. Furthermore, MILA can charge an additional fee for any reworking, repackaging etc. of the returned product.

10. Payment

Terms of payment are stated on delivery notes, order confirmations and invoices. If payment takes place after the due date, MILA is entitled to add interest and reminder fees to the current amount due at 2% per month until payment of the amount due. The buyer is not entitled to set off any amount against MILA's claim for payment for products purchased unless such counterclaim has been recognised in writing by MILA.

11. Governing law and jurisdiction

Any dispute concerning MILA's deliveries must be settled in accordance with Danish legislation and by means of arbitration in the Building and Construction Arbitration Court in accordance with the current rules of the arbitration court.

12. Export control and sanctions

1) The Buyer represents and warrants to MILA that it will always act in compliance with Economic Sanctions and Export Control Laws, and that:

a) neither the Buyer, its affiliates, or any of their respective directors, officers, employees nor, so far as the Buyer is aware, any agents or other persons acting on behalf of any of the foregoing:

i) is, or has been, a Listed Person;

ii) has engaged in any business dealings or activities that would reasonably be expected to result in it becoming a Listed Person;

iii) directly or indirectly, has conducted or is conducting any business dealings or activities with or for the benefit of, or is otherwise involved in any business with a Listed Person, or otherwise acting in violation of Economic Sanctions and Export Control Laws;

iv) has engaged or is engaging in any transaction that circumvents, evades or avoids, or has the purpose or effect of circumvention, evading or avoiding, or attempts to violate, any Economic Sanctions and Export Control Laws; or

v) is, or has been, in violation of, or subject to, any investigation or enquiry by, or on behalf of, any governmental or other regulatory body relating to Economic Sanctions and Export Control Laws.

2) The Buyer covenants, agrees and undertakes that:

a) the Buyer shall act in compliance with Economic Sanctions and Export Control Laws, and shall not sell nor re-export the Product without all requisite licenses and approvals under Economic Sanctions and Export Control Laws;

b) the Buyer shall not sell, export or re-export, the Product, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus (whether or not permitted under Economic Sanctions and Export Control Laws applicable to the Buyer);

c) the Buyer shall undertake its best efforts to ensure that the purpose of this Clause 2) is not frustrated by any third parties further down the commercial chain, including by possible resellers;

d) the Buyer agrees to (i) cascade the contractual obligations set forth in this Clause 2) in contracts with third parties, including possible resellers, further down the commercial chain; and (ii) set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of this Clause 2); e) the representations and warranties set forth in Clause 1) above shall always remain true and correct;

f) the Buyer will provide written notice to MILA, as promptly as possible and in any event within five business days, if (i) any representation or warranty set forth in Clause 1 above should cease to be true at any time, or (ii) the Buyer should encounter any problems in applying Clauses a)- d), above, including any relevant activities by third parties that could frustrate the purpose of said clause; and

g) the Buyer will not engage in any transaction for Military End-Use unless explicitly approved by MILA.

3) The Buyer covenants, agrees and undertakes to maintain complete and accurate records concerning all actions taken by, on behalf of, or at the direction of MILA pursuant to this agreement. The Buyer will provide all information relating to requests for Products, that the Buyer suspects could violate or circumvent Economic Sanctions and Export Control Laws, including requests from or on behalf of a Listed Person, and other attempts to acquire MILA Products in violation of Economic Sanctions and Export Control Laws. The Buyer will, to the best of its abilities, cooperate with MILA to facilitate compliance with Economic Sanctions and Export Control Laws and will upon MILA's request provide MILA with true, complete and correct copies of all documentation relating to any business dealings involving the Product, including but not limited to, end-user certifications, information concerning compliance with the obligations under Clause 2) a)- d), and other information as may be required by MILA within two weeks of the simple request of such information.

4) Anything in this agreement to the contrary notwithstanding, MILA shall not be obliged to make any payment or take any other action under this agreement if MILA believes in good faith that such action may constitute a violation, contribute to a violation, or constitute a circumvention of any Economic Sanctions and Export Control Laws.



5) This agreement may be terminated immediately by MILA by written notice to the Buyer if: (a) any representation or warranty set forth in Clause 1) above should cease to be true at any time;

(b) the Buyer acts in breach of its covenants, agreements and undertakings set forth in Clause 2)- 3) above, which shall in each case be deemed a material breach of an essential element of this agreement;

(c) the Buyer has misrepresented or failed to properly disclose any material fact, or to provide any documentation, certifications or information requested by MILA, including without limitation to, the intended end-use/end-user or destination of the Product;

(d) the Buyer, its affiliates, or any of their respective directors, officers or employees becomes a Listed Person; or

(e) either party's ability to fulfil an obligation under this agreement is otherwise materially affected by the imposition of restrictions in Economic Sanctions and Export Control Laws.

Upon any such termination, this agreement and all rights and obligations hereunder shall immediately terminate, provided that the Buyer shall remain liable to MILA for any breach of its obligations hereunder.

MILA shall not be liable to the Buyer for any claims, losses or damages arising from MILA exercising its rights under (a)(e) above or under Clause 4).

6) Any violation by the Buyer of Clause 2) above shall constitute a material breach of an essential element of this agreement, and MILA shall be entitled to seek appropriate remedies, including, but not limited to: (i) termination of this agreement; (ii) a penalty of 500% of the total value of this agreement or price of the goods exported, whichever is higher; and (iii) indemnification in accordance with Clause 7) below.

7) The Buyer shall indemnify MILA and its affiliates, directors, officers, employees, advisors, agents and holders of its equity interests (collectively, "Indemnitees") against, and shall hold each Indemnatee harmless from, any and all third-party claims, damages and liabilities, including the reasonable fees, charges and disbursements of counsel, incurred by or asserted against any Indemnatee arising out of, in connection with, or as a result of:

a) any misrepresentation or breach of warranty set forth in Clause 1 above;

b) any breach by the Buyer of any of its commitments in Clauses Clause 2)- 3) above; and

c) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort, or any other theory.

Elsinore, 2025