

TERMS AND CONDITIONS OF SALE AND DELIVERY

for Urban Water Retention ApS (hereinafter referred to as "UWR"). CVR no. 42330477. Version 1, April 2023 delivery of goods.

These terms and conditions of sale and delivery apply unless something else has been agreed in writing. The Customer's terms and conditions of purchase and/or sales and delivery – if such exist – are not part of the parties' contractual basis, unless something else has been agreed in writing.

1. Quotes, orders and acceptance:

- 1.1 The customer's order is not binding on UWR until UWR has accepted the order.
- 1.2 If UWR has delivered a written quote that does not specify a deadline for acceptance, the quote shall lapse if UWR has not received a corresponding written acceptance within 3 weeks from the date of the quote.
- 1.3 It is the customer's responsibility to review and verify that UWR's quote is consistent with the customer's project, including drawings. UWR cannot be held responsible for an incomplete quote if the received request is incomplete – e.g. by not describing details or not specifying quantities.
- 1.4 Only business entities can place orders with UWR.

2. Product information

- 2.1 The customer should obtain catalogues, brochures, installation manuals, price lists, etc. as well as information about the dimensions, weight and any special features of the goods before using the product. Such information is only indicative and is only binding on UWR when explicitly stated in the order confirmation. UWR accepts no liability for any errors or information in any written material provided about the goods, prepared or produced by the Customer.

3. Pricing:

- 3.1 Unless something else has been agreed in writing, deliveries shall be made at the prices set by UWR at the time of delivery in Danish kroner, excluding VAT, plus shipping, transport insurance and packaging. All orders under DKK 5,000.00 (excl. VAT) are subject to a handling fee of DKK 300.00 (excl. VAT).
- 3.2 UWR reserves the right to index all prices on a quarterly basis after the purchase agreement has been concluded, provided that the goods have not been delivered. Indexing is done according to Statistics Denmark's index for asphalt work (Building and Construction). The price adjustment is calculated to four decimal places based on the latest available index at the time of calculating the price development and the index for the same quarter, the year before the latest available index. Price adjustments are notified of to the Customer as far in advance as possible.

4. Payment terms:

- 4.1 All payments to UWR must be made within 15 days net after the invoice is issued. For payments made after the mentioned deadline, late payment interest at a rate of 2% per commenced month is calculated in accordance with the provisions of the Danish Interest Act (Consolidation act no. 459 of 13 May 2014, as amended).
- 4.2 Accrued interest is due for immediate payment and is paid in advance of all other debts in the regular payments.
- 4.3 If payment for a delivery is not made on time, UWR shall be entitled, without UWR being liable for damages, to withhold all further deliveries to the customer, irrespective of whether the deliveries are interrelated.

5. Delivery and transfer of risk:

- 5.1 Delivery is "Delivered at Place (DAP)" according to INCOTERMS 2020 unless something else has been agreed upon.
- 5.2 Unloading of semi-trailers must be done with a forklift truck or similar and be carried out by the customer or a third party. The cost of unloading is borne by the customer.
- 5.3 Unloading of smaller orders from a carrier is agreed upon in the quote phase.
- 5.4 Crane delivery: Unloading with a crane at the side of the vehicle is invoiced according to quotation or time spent. The price is the market price for 4-axle crane trucks with a 30-tonne crane.
- 5.5 If the customer's circumstances mean that delivery cannot take place as

agreed, UWR is entitled to invoice as if delivery had taken place at the agreed time. Delivery times are adjusted as closely as possible to the customer's preferences. However, UWR does not assume any obligations in connection with the customer's requested delivery times.

- 5.6 Any delays will be notified of as soon as possible and at no extra cost to UWR. At the customer's request, UWR shall – at the customer's expense and risk – arrange for the goods to be transported to any place in Denmark designated by the customer to which there is a passable road. When delivery is made to construction sites or other designated locations, the customer assumes responsibility once unloading begins (see point 5.1).
- 5.7 If the customer is not ready for delivery at the agreed time, the waiting time for UWR will be charged as "waiting time". The price for waiting time can be specified when ordering. UWR's right to claim payment for waiting time is triggered by more than 1 hour of waiting time. Waiting time is billed separately.
- 5.8 Unloading of cars can be done between 06:00-16:00 every day of the week. Surcharges may apply for unloading performed on weekends or public holidays.
- 5.9 Delivery with biodiesel-powered trucks is available at an additional cost.

6. Returns:

- 6.1 Return of goods with no defect can only take place after written agreement and will be credited at 50% of the quoted price, excluding transport. Items that have been removed from their packaging may not be returned.
- 6.2 Items that have been left at a construction site or other location for more than 30 days may not be returned. Special items are non-returnable.

7. Delay.

- 7.1 If no specific time of delivery has been agreed and delivery has not taken place within 1 month after the order has been confirmed in writing by UWR, the Customer is entitled to notify UWR in writing that the order will be cancelled if delivery does not take place within 14 days after UWR's receipt of the notification. If delivery is not made within the 14-day period, the order shall be considered cancelled without liability for either party. If a specific delivery time has been agreed upon and UWR has exceeded this deadline – without force majeure, see Section 13 – and the delivery is still not delivered, the Customer may demand in writing that delivery be made and set a final reasonable deadline, which may not be shorter than 5 working days (not including Saturday) from the date of receipt of the written demand by UWR. After this deadline has passed, the customer may – unless the customer is responsible for the delay – cancel the agreement in writing with regard to the delayed part of the delivery.
- 7.2 Cancellation as a result of the Customer's claimed delay is without liability for UWR. The Customer shall have no other remedies for default due to delay other than the foregoing in conjunction with Sections 10 and 13.

8. Defects and complaints:

- 8.1 Complaints regarding defects must be made in writing and immediately upon discovery of the defect. If the Customer fails to do so, the right to assert the defect and to exercise remedies for breach of contract shall be forfeited.
- 8.2 UWR shall be entitled and obliged to remedy defects or replace defective deliveries within a reasonable period of time. If UWR does not remedy or replace deficient deliveries within a reasonable period of time after the Customer has given written and timely notice of the complaint, the Customer has the right, through written notice to the seller, to terminate the agreement with regard to the deficient part of the delivery. This right is the Customer's sole remedy for breach of contract in the event of defective deliveries.



- 8.3 The Customer cannot maintain a purchase and at the same time claim a proportionate discount or compensation.
- 8.4 Only documented design, manufacturing and material defects in the delivered goods are considered as deficiencies as well as the delivery of an insufficient quantity where the customer can assume that what has been delivered is intended to serve as complete fulfillment of the agreement.
- 8.5 The fact that the delivered goods do not meet special requirements of the customer – whether said requirements were stipulated or not – shall not be deemed to constitute a defect in the goods.
- 8.6 The Customer must therefore always check and ensure in advance that the good(s) can actually meet such requirements. The Customer shall, as soon as possible, make a reasonable examination of the goods.
- 8.7 Defects that could have been discovered during such an inspection can only be claimed if the customer complains directly to UWR within 3 days of the receipt of the goods. In the event that the deficiency consists of the delivery of an insufficient quantity, the customer must file a complaint immediately after the delivery to be able to assert the deficiency.
- 8.8 In the case of visible defects and transportation damage, the customer must also annotate any potential bill of lading and make a complaint immediately.
- 8.9 If there are defects that could not be detected by an inspection as mentioned above, the customer must complain immediately upon discovery. In all cases, a written complaint must be submitted within 30 days of delivery.
- 8.10 The Customer may only carry out repairs independently without prior agreement with UWR in cases where this is absolutely necessary to avoid or limit extensive damage to persons or goods. There must be a report from the customer in which defects are photo-documented on the day they are observed. UWR may make the redelivery conditional on the customer returning the defective parts.

9. Construction delivery clause

- 9.1 To the extent that the goods covered by a delivery are used at a later stage of turnover for the execution of a contract agreed in accordance with the General Terms and Conditions for Works and Deliveries in Construction and Civil Engineering (AB 18), and if the delivery concerns building materials or other deliveries covered by Section 12(5) of AB 18, the time limit mentioned in the previous paragraph is a maximum of 5 years from delivery of the building. However, the above does not apply if the contractor can fail to comply with the provisions of AB 18, Section 12(5) on supplier liability.
- 9.2 The above only applies if it is stated in either the quote or order confirmation that the goods in the delivery are to be used for the execution of a contract in accordance with AB 18. The Customer shall have no other remedies for defects other than the right to have the defects remedied as soon as possible by repair in the cheapest way for UWR, redelivery or subsequent delivery.

10. Limitations of liability

- 10.1 In no cases shall UWR be liable for operating losses, loss of profit or other indirect or consequential losses, including penalty payments or payment of other fines, due to delay or defects in the product sold unless UWR has acted intentionally or with gross negligence. The same applies to faulty deliveries that can be directly attributed to UWR.
- 10.2 UWR is not liable for improper handling of the UWR system, as laid out in the manual.
- 10.3 UWR's liability shall not exceed the lower of the following amounts: (a) the Contract amount, understood as the total price of the goods covered by the relevant contract, or (b) EUR 1,000,000.00.
- 10.4 To be clear, it is stated separately that if the Customer terminates the agreement, the Customer shall not be entitled to claim compensation from UWR for the additional costs incurred by the Customer in procuring a similar delivery from another party. UWR shall not be liable for any further defects or reduced output as a result of a defective delivery.
- 10.5 UWR accepts no liability for any errors or information in any written material provided by UWR's supplier about the goods. This applies to any sales material, descriptions, user manuals, etc.

11. Product liability

- 11.1 Outside of cases covered by the Danish Product Liability Act (Consolidation act no. 261 of 20 March 2007 on product liability, as amended), UWR's product liability is limited as follows:
- 1) UWR is not responsible for damage to products in which the sold item is included.
 - 2) UWR does not accept liability for damages in the event that the product sold is used for, incorporated into or is part of another finished product that is used for a purpose other than the descriptive guidelines of the UWR System.
 - 3) UWR is not liable for damages arising from the fact that UWR's products must comply with mandatory regulations issued by public authorities.
 - 4) To the extent that UWR may be subject to product liability before third parties, the Customer is obliged to indemnify UWR to the same extent as UWR's liability is limited in the above.
 - 5) The Customer is obliged to allow itself to be sued in the same court that hears the claim for damages against UWR for damages arising from the sold goods.

12. Third-party rights

- 12.1 In no cases shall UWR be liable to the Customer for any infringement of third-party rights, including – but not limited to – any infringement by the Customer through the use of UWR products. If the customer uses UWR products in a way that infringes the rights of third parties, the customer shall indemnify UWR for any claims that third parties may have against UWR.

13. Force majeure

- 13.1 The following circumstances shall exempt UWR from liability if they prevent timely or defect-free delivery by UWR or make performance unreasonably burdensome: Labour disputes, strikes, lockouts and any other circumstances beyond the control of the parties, such as fire, war, mobilisation or unforeseen military call-up of similar magnitude, requisition, seizure, currency restrictions, riots and civil commotion, unusual weather and natural disasters, including volcanic eruptions and storm-water, shortage of means of transportation, general scarcity of goods, restrictions on motive power and shortages or delays in deliveries from suppliers caused by any of the circumstances mentioned in this clause. Circumstances mentioned which occurred prior to the submission of the quote or receipt of the order shall only result in exemption from liability if their influence on the fulfilment of the order could not be foreseen at the time of the submission of the quote or receipt of the order.
- 13.2 It is incumbent on UWR to notify the Customer in writing within a reasonable time period if circumstances mentioned above occur and UWR wishes to claim exemption from liability on the basis of these circumstances.
- 13.3 If the delay in delivery is due to force majeure (see above), the delivery time shall be postponed for the duration of the force majeure situation; however, both parties shall be entitled to cancel the order for delivery of the product without liability when the hindrance has lasted for more than 4 months. This provision shall apply regardless of whether the cause of the delay occurs before or after the expiry of the agreed delivery time.

14 Amendments

- 14.1 UWR reserves the right to amend these terms and conditions of sale and delivery. The current version of the terms of sale and delivery can be found on [website].

15. Jurisdiction and choice of law

- 15.1 These terms and conditions of sale and delivery are governed by Danish law, disregarding the rules of private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG). Any dispute between UWR and the customer shall be settled in UWR's jurisdiction, regardless of where the customer resides or is located. However, UWR may in any case demand that the dispute be settled by the Danish Building and Construction Arbitration Board. Any potential inspection and assessment is carried out according to the rules of AB 18.