

## AGRAMKOW General Terms and Conditions for the Delivery of Services

Version: May 01, 2021

### General provisions

- 1.1 Unless otherwise agreed in writing between the Customer and Agramkow, the following general terms and conditions shall apply to Agramkow's delivery of services to the Customer.
- 1.2 The Customer's general conditions, customary practices etc., if any, shall not apply unless such conditions have been accepted in writing by Agramkow.

### Agreement

- 1.3 Any agreement shall consist of:
  - (i) an agreement indicating the parties to the agreement, the overall purpose of the agreement and the documents comprised by the agreement,
  - (ii) a number of appendices specifying the service, prices etc., and
  - (iii) these General Terms and Conditions for the Delivery of Services.

### Interpretation

- 1.4 The agreement, any individual terms and these General Terms and Conditions for the Delivery of Services shall be interpreted together as mutually supplementary. In the event of any discrepancies between the documents comprised by the agreement, these shall be interpreted according to the order of priority indicated in Clause 2 above; however, such that individually agreed terms shall always take precedence over standard terms.

### Service and scope of agreement

- 1.5 Agramkow shall deliver the service in accordance with the agreement. To the extent that the agreement does not provide sufficient instructions, the work shall be performed in a technically correct manner.
- 1.6 Any additional products, e.g. new technical units, acquired by the Customer from Agramkow after the conclusion of the agreement shall automatically be comprised by the agreement. Agramkow shall be entitled to increase the service charge as a result thereof.
- 1.7 Agramkow can demand changes to the nature, scope and time of delivery of the agreed service where such change is a consequence of new statutory requirements or amended public regulation. Agramkow shall be entitled to increase the service charge where such changes have a price-raising effect on the delivery of the service.
- 1.8 The service shall not comprise any remedying of damage caused by incorrect use of Agramkow's products, repairs carried out by parties other than Agramkow, negligence on the part of the Customer or a third party or any other circumstances which

cannot be attributed to ordinary use of the products.

- 1.9 The service shall not comprise any work in relation to third-party products, including installation as well as service and maintenance of such products.
- 1.10 Agramkow shall not establish direct contact with nor carry out work on behalf of consumers unless otherwise agreed separately with the Customer.

### Data processing

- 1.11 In some cases Agramkow processes information about the Customer's customers in connection with the performance of the work.
- 1.12 Where this is the case, Agramkow acts as Data Processor, and acts only on instructions from the Customer. Agramkow shall implement appropriate technical and organisational security measures to protect the data against accidental or unlawful destruction, loss or alteration and against unauthorised disclosure, abuse or other processing in violation of applicable law on processing of personal data.
- 1.13 Upon the Customer's request, Agramkow shall provide the Customer with sufficient information to enable the Customer to ensure that the technical and organisational security measures mentioned above have been implemented.

### Payment and price adjustment

- 1.14 Payment shall be effected before the end of the agreed time for payment. In the event of late payment, interest shall accrue at a rate of two per cent (2%) per month.
- 1.15 Where the Customer disagrees with Agramkow on the size or the due date of the payment, the Customer shall raise an objection thereto without undue delay as such objection shall otherwise be forfeited. The uncontested part of the claim shall be paid irrespective of any objection.
- 1.16 Agramkow shall be entitled to adjust the service charge once a year, the first such adjustment coming into effect one (1) year at the earliest after the commencement of the agreement, by an amount corresponding to the increase in the net price index relative to the net price index at the time of the conclusion of the agreement or to the latest price adjustment implemented, respectively.
- 1.17 In the event of an increase in Agramkow's total expenses as a consequence of outside changes in the cost level, Agramkow shall furthermore be entitled to adjust the service charge proportionately corresponding to the increase in the cost level.
- 1.18 Any travel expenses incurred by Agramkow, including travelling time spent, which are not included in the service charge shall be invoiced separately to the Customer.
- 1.19 Any expenses incurred by Agramkow as a consequence of the Customer implementing modifications/adjustments in the Customer's or a third party's system which necessitate

modifications/adjustments in Agramkow's system shall be invoiced separately to the Customer.

## **Customer's obligations**

- 1.20 The Customer shall comply with Agramkow's instructions concerning equipment delivered by Agramkow, including but not limited to instructions in manuals etc. as regards operation, maintenance and repair.
- 1.21 The Customer shall grant Agramkow full and unrestricted access to performing the service. Agramkow shall at any time have the right to demand access to inspecting any equipment etc. delivered by Agramkow, including with a view to determining and remedying the cause of a fault report. Where it is established that the Customer's maintenance, use or other activity is not carried out correctly, the Customer shall immediately comply with Agramkow's instructions thereon.
- 1.22 A contact person for the Customer shall be available and present when the service is performed at the Customer.

## **Breach of contract, complaint and remedial action**

- 1.23 Where the service has not been performed in accordance with the agreement without this being attributable to the Customer's affairs or other circumstances for which the Customer bears the risk, this shall be deemed a breach on the part of Agramkow.
- 1.24 In the event of payment not being effected by the Customer on time or where the Customer fails to fulfil its obligation to contribute to Agramkow's ability to deliver the right service, this shall be deemed a breach on the part of the Customer.
- 1.25 Where a party wishes to claim breach of contract, such party shall notify the other party thereof without undue delay after the time when the breach was or ought to have been discovered.
- 1.26 If remedial action, additional delivery or replacement delivery can take place without material delay and without any other major inconvenience for the Customer, Agramkow shall have the right to take such action.

## **Liability**

- 1.27 Agramkow shall not be liable for any operating loss, loss of profit or other indirect loss sustained by the Customer as a result of delayed or non-conforming delivery of services in accordance with the agreement.
- 1.28 In addition, Agramkow shall not be liable for the Customer's loss of data as a result of breakdowns or similar, and Agramkow shall also not be liable for the Customer's IT equipment such as hardware, software, networks and firewalls used for connection to the operations server.
- 1.29 Agramkow's total liability under the agreement shall not exceed an amount corresponding to the annual service charge.

## **Force majeure**

- 1.30 Agramkow shall not be liable in damages for any non-performance of its obligations, including delays and/or non-conformities, where such non-performance is attributable to circumstances beyond Agramkow's control, including but not limited to industrial disputes (including global and local strikes and/or lockouts), fires, wars, uprisings, civil unrest, acts of terrorism, natural disasters, currency restrictions, any impact of computer viruses, worms or similar, attachment, import and/or export bans, breakdowns of or disruptions in public means of communication, supply or transport, including breakdowns of or disruptions in the public electricity supply, as well as any similar conditions affecting a subsupplier's performance vis-à-vis Agramkow.
- 1.31 Force majeure shall also exist where circumstances as described in Clause 1.300 entail that Agramkow can only perform its obligations by incurring a disproportionate financial burden. Lack of funds shall not constitute force majeure.
- 1.32 In the event that the circumstance in question has prevented Agramkow from fulfilling significant parts of its obligations under the agreement for a period of more than one (1) month, the Customer shall be entitled to terminate the agreement by giving fourteen (14) days' written notice for expiry at the end of a month.

## **Intellectual property rights etc.**

- 1.33 Unless otherwise expressly agreed, all rights attaching to the deliveries, including trademarks, copyrights and design rights, shall belong to Agramkow.

## **Confidentiality**

- 1.34 Both parties undertake to keep confidential any and all information exchanged by the parties which, due to its nature, should be kept confidential, including but not limited to Agramkow's drawings and specifications, and information about prices and quantities with the exception of those instances where the disclosure of such information is necessary in order for the party to fulfil its obligations under the agreement.
- 1.35 The confidentiality obligation of the parties shall apply both during and after the termination of the collaboration, but shall not apply to the extent that the information exchanged is or subsequently becomes publicly available, unless such public availability is the result of a breach of these General Terms and Conditions for the Delivery of Services.

## **Transfer**

- 1.36 Neither party shall have the right to assign its rights or obligations in full or in part without the prior written approval of the other party.
- 1.37 Notwithstanding the above provision, Agramkow shall, however, have the right to transfer its rights and obligations in full or in part to a subsidiary without the Customer's approval.

- 1.38 Agramkow shall have the right to transfer its obligations under the agreement in full or in part to one or more sub-suppliers. Agramkow shall be liable for such sub-suppliers' products, services etc. in the same manner as for Agramkow's own affairs.

#### **Amendments to the agreement**

- 1.39 Any amendments or additions to the agreement, including the appendices to the agreement, shall only be valid if made in writing and signed by Agramkow.

#### **Term and termination of the agreement**

- 1.40 The agreement has been concluded for a period of twelve (12) months and shall subsequently be renewed automatically for twelve (12) months at a time unless terminated in writing by Agramkow or the Customer subject to at least three (3) months' prior notice for expiry at the end of a twelve-month period.

#### **Cancellation of the agreement**

- 1.41 In the event of material breach of the agreement, both parties shall be entitled to cancel the agreement without prior notice.
- 1.42 Material breach shall not exist as long as remedial action, additional delivery or replacement delivery is possible in accordance with Clause 1.23.
- 1.43 Both parties shall be entitled to cancel the agreement without prior notice in the event of significant changes in the scope of the service as a consequence of external influences such as new legislation, industry regulations etc.

#### **Disputes**

- 1.44 The parties shall seek to settle any dispute arising out of the agreement, including disputes relating to the existence or validity of the agreement, through mediation by The Danish Institute of Arbitration in accordance with The Danish Institute of Arbitration's rules thereon applicable at the time the request for mediation was submitted.
- 1.45 Mediation shall not preclude a party from instituting arbitration proceedings in accordance with the provisions set out below or from taking other legal steps in relation to the dispute arisen.
- 1.46 If the mediation ends without the dispute having been settled, the dispute shall be settled by arbitration by The Danish Institute of Arbitration in accordance with The Danish Institute of Arbitration's rules thereon applicable at the time the arbitration proceedings were instituted.