

## SALES AND DELIVERY TERMS AND CONDITIONS

### 1. General

- 1.1. Any delivery from Maskinfabrikken Eskimo is subject to these Sales and Delivery Terms and Conditions, which are binding for all deliveries between the parties, superseding any agreements and customs contrary to the conditions, including conditions prepared and sent by the Buyer, unless expressly stated otherwise in the order confirmation or deviated by another written agreement with Maskinfabrikken Eskimo.
- 1.2. These Sales and Delivery Terms and Conditions were updated on 28.04.2024 and replace all previous Sales and Delivery Terms and Conditions.

### 2. Quotation/orders

- 2.1. Quotations issued by Maskinfabrikken Eskimo are binding for 30 days from the date of issuance, after which the quotation expires.
- 2.2. Agreements between the buyer and Maskinfabrikken Eskimo are considered concluded only when the agreement is confirmed in writing by Maskinfabrikken Eskimo.
- 2.3. Maskinfabrikken Eskimo is entitled, until the order confirmation has come to the Buyer's knowledge, to revoke the offers and quotations sent by Maskinfabrikken Eskimo.
- 2.4. Any changes, additional agreements, or other conditions are only valid upon written confirmation by Maskinfabrikken Eskimo.
- 2.5. The Buyer is not entitled to any right of withdrawal, once an order has been confirmed.

### 3. Price Adjustment

- 3.1. Any delivery is made at the prices applicable at the time of delivery. Prices and quotations are stated excluding VAT, EXW, and excluding any other public taxes, fees, etc., associated with the delivery.
- 3.2. Maskinfabrikken Eskimo reserves the right to change prices without notice.
- 3.3. If there are cost increases of more than 5% in production and/or delivery costs, as well as in supplier prices, up to the delivery time, Maskinfabrikken Eskimo is entitled to adjust the price for such documented cost increases.
- 3.4. The price is based on the exchange rates applicable at the time of order placement. Changes in the exchange rate of more than 5% entitle Maskinfabrikken Eskimo to adjust the price accordingly.

### 4. Payment terms

- 4.1. The purchase price is due in full 14 days net from invoicing unless another written agreement has been made.
- 4.2. In case of late payment, interest is charged from the due date at a rate of 2% per commenced month on the amount due.

- 4.3. A reminder fee of DKK 100 per reminder is charged.
- 4.4. If the Buyer fails to meet payment obligations towards Maskinfabrikken Eskimo, Maskinfabrikken Eskimo reserves the right to withhold further deliveries until full payment of all outstanding amounts has been made.
- 4.5. Maskinfabrikken Eskimo retains full ownership of the sold item until the full purchase price, interest, fees, and other costs are paid.
- 4.6. If the Buyer breaches any of the stated obligations, including payment obligations, Maskinfabrikken Eskimo is entitled to terminate the agreement, sell the product at the Buyer's expense to a third party, and/or assert claims for damages. Maskinfabrikken Eskimo may claim compensation for any loss, including indirect loss.

## 5. **Delivery Terms**

- 5.1. Delivery is made according to the Agreement and Incoterms 2020.
- 5.2. Delivery is made during normal working hours.
- 5.3. If no other agreement has been made, the delivery condition is Incoterms 2020 EXW.
- 5.4. According to Incoterms 2020 EXW, delivery is considered to have occurred when the goods are made available to the buyer at Maskinfabrikken Eskimo' place of business. All risk for the goods transfers to the buyer upon delivery.
- 5.5. Unless otherwise agreed, the delivery is always based on Incoterms 2020 and the conditions mentioned in Incoterms 2020.
- 5.6. Unless otherwise agreed in a written agreement, Maskinfabrikken Eskimo determines the method of dispatch in case of delivery outside Maskinfabrikken Eskimo' domicile.
- 5.7. The Buyer is responsible for paying all costs for freight, insurance, export, transit and import permits, taxes, fees, customs duties, and other costs associated with the order.
- 5.8. Partial deliveries are permitted to the extent reasonable for the Buyer.
- 5.9. In case of delayed delivery, Maskinfabrikken Eskimo is obliged to notify the buyer. Maskinfabrikken Eskimo has no responsibility for delays up to 6 weeks. A delay of more than 6 weeks entitles the buyer to a penalty of 5% of the contract amount per full week the delay has lasted for the undelivered, however, a maximum of 30% of the contract amount for the delayed goods. Furthermore, the buyer has no other rights in connection with the delay.
- 5.10. If the Buyer does not accept delivery at the time of delivery, including failing to fulfil the obligation to pick up, Maskinfabrikken Eskimo is entitled to terminate the agreement and assert claims for damages, as well as charge market rent for storage.

## 6. **Force majeure**

- 6.1. Maskinfabrikken Eskimo is not liable for non-performance of Maskinfabrikken Eskimo' obligations if Maskinfabrikken Eskimo can demonstrate that the obstacle is due to an impediment beyond

Maskinfabrikken Eskimo' control, such as, but not limited to, war, warlike situations, fire, strike, pandemic, lockout, export or import bans, embargo, delayed or deficient delivery of materials from subcontractors, production stoppage, lack of energy or transportation options etc.

6.2. In such cases, Maskinfabrikken Eskimo is entitled to extend the delivery time accordingly or to terminate the agreement.

6.3. As soon as the impediment has ceased, each of the parties is obligated according to the agreement, unless Maskinfabrikken Eskimo has terminated it beforehand.

6.4. An impediment lasting more than 3 months entitles each of the parties to terminate the agreement.

## **7. Packaging**

7.1. Disposable packaging is included in the price and will not be credited if returned.

7.2. Reusable packaging is not included in the price and will be invoiced.

## **8. Notice**

8.1. It is the responsibility of the Buyer to immediately conduct the necessary inspection of the received goods to ascertain any defects in the delivered goods.

8.2. Transport damages must be immediately and without delay reported in writing to the carrier directly upon receipt. Acceptance may be denied in consultation with Maskinfabrikken Eskimo in case of significant transport damage.

8.3. If the Buyer wishes to give notice about defects, this must be done in writing within 8 days after the delivery date, unless the defect could not be determined through normal inspection. Maskinfabrikken Eskimo shall not be liable for any defects that have not been claimed within the time limit. Maskinfabrikken Eskimo' liability expires, in any case, 1 year after delivery of the goods.

8.4. In case of properly submitted and justified notice of defects, Maskinfabrikken Eskimo will, at its discretion, either deliver a replacement item or repair the item.

8.5. If repair of the defect is not feasible, a proportional deduction corresponding to the depreciation may be demanded. Termination can only occur if the defect is material.

8.6. Replaced items become the property of Maskinfabrikken Eskimo.

## **9. Returns**

9.1. Goods are only accepted for return if this has been agreed upon in writing between the parties. In any case, a condition for crediting returned goods is that they are in saleable condition, undamaged, and in original unbroken packaging.

9.2. For any returned goods, as per section 9.1, a deduction of 20% will be made from the original purchase amount.

9.3. Special order items and items shipped directly from a manufacturer are – as a main rule – not accepted for return.

## 10. Limitation of Liability

- 10.1. For claims related to Maskinfabrikken Eskimo fulfilment or non-fulfilment of its obligations, the Buyer is entitled to compensation for direct losses only.
- 10.2. Maskinfabrikken Eskimo is responsible for damages caused by products to persons in accordance with applicable legislation. Furthermore, Maskinfabrikken Eskimo is only liable for product-related damages if it can be proven that the damage is due to errors or negligence committed by Maskinfabrikken Eskimo.
- 10.3. MASKINFABRIKKEN ESKIMO' liability for damage to real property and chattels is limited to direct damages/losses and is - regardless of cause and regardless of the nature of the claim - limited to the greater of the following two amounts: DKK. 100,000 or the amount invoiced for the service that caused the damage/loss or is the cause of or directly related to the claim for damages. Furthermore, it is a condition that there is coverage from Maskinfabrikken Eskimo's product liability insurance, currently limited to DKK 10 million annually.
- 10.4. Maskinfabrikken Eskimo is under no circumstances liable towards the Buyer for lost profits, lost savings, loss of time, or other indirect losses or consequential damages resulting from the use of the sold goods or the inability to use them, regardless of whether Maskinfabrikken Eskimo has been informed of the possibility of such claims.
- 10.5. If Maskinfabrikken Eskimo is held liable for product liability to a third party, the Buyer is obliged to indemnify the company to the same extent as Maskinfabrikken Eskimo liability is limited according to the above rules. The same applies if the Buyer or Buyer's personnel have contributed to the occurrence of the damage or increased its extent through error or negligence.
- 10.6. If a third party makes or reserves the right to make claims for compensation against the Buyer due to product damage, Maskinfabrikken Eskimo must be promptly notified thereof.

## 11. Disputes

- 11.1. Any disputes arising out of or in connection with these Sales and Delivery Terms and Conditions must be settled in accordance with Danish Law without regard to any principles of private international law specifying any other choice of law. Any disputes must be settled in Denmark by the Court in Horsens

## Privacy Policy

In accordance with Article 14 of the General Data Protection Regulation, we are required to provide you with a range of information when processing your data.

Due to our cooperation, we are processing data about you.

This privacy policy describes how we process your personal data.

The guidelines for our processing of personal data are found in the EU's General Data Protection Regulation ("GDPR" - 2016/679) and the Danish Data Protection Act, both of which came into force on 25 May 2018. Until this date, the processing is regulated by the current Danish Personal Data Act.

### 1. DATA CONTROLLER

The legal entity responsible for processing your personal data is:

Maskinfabrikken Eskimo Aps

CVR-nr. DK 10082633

Avnvej 11

7400 Herning

Denmark

al@Eskimo.dk

+45 53 53 33 15

## 2. PURPOSE - USE OF PERSONAL DATA

We use your personal data for the following purposes:

We process your personal data as part of customer relations and/or as part of our customer relationship.

## 3. CATEGORIES OF PERSONAL DATA

We process the following categories of personal data about you:

General personal information: General data such as name, address, contact details, CVR number, and publicly available information about the company's operations, production conditions, ownership, finances, account numbers, etc., which we process.

## 4. LEGAL BASIS FOR PROCESSING

We process your personal data as described above based on the following legal bases:

1. To fulfil our contract, cooperation agreement, etc.
2. To comply with applicable law.
3. If it follows from a legitimate interest
4. If we have obtained consent to process the information.

## 5. STORAGE OF PERSONAL DATA

The personal data we collect in connection with the customer and/or cooperation relationship will be stored physically and/or electronically.

Your information will be stored securely and confidentially. Only individuals with a legitimate need have legal access to your personal data.

Upon termination of the customer or cooperation relationship, we will consider to what extent your information should be deleted. As a general rule, your personal data will be retained for 5 years after the termination of the customer or cooperation relationship, and will then be deleted without undue delay by the end of the year. Exceptionally, if the legislation allows for longer retention, this may take place.

## 6. SOURCES

We collect personal data from the following sources:

- Directly from you, including your company's website
- Public authorities, e.g., CVR
- Company portals, e.g., Proff.dk

## 7. DISCLOSURE OF YOUR DATA

We may disclose your personal information to third parties who assist us in managing our administration, e.g., payroll administration, accounting, hosting of IT systems, etc.

Likewise, we disclose your personal data to relevant public authorities to the extent required by law.

## 8. INFORMATION SECURITY

We do our utmost to protect Maskinfabrikken Eskimo and our customers and partners from unauthorized access, alteration, disclosure, or destruction of personal data that we store. We have implemented the following organizational and technical measures generally in Maskinfabrikken Eskimo:

- Antivirus on all IT systems processing personal data
- Backup of all IT systems processing personal data
- Use of industry-standard IT systems for processing activities
- Access restriction to personal information, allowing access only where necessary.
- Data processing agreements with suppliers processing personal information on behalf of Maskinfabrikken Eskimo.
- Guidance on secure handling of personal information and information assets for staff with access to information systems.
- Conducting risk assessments and documenting all systems processing personal information to ensure an informed basis for the security level of personal data processing in Maskinfabrikken Eskimo.

## 9. COMPLIANCE AND COOPERATION WITH AUTHORITIES

We regularly review that we comply with our privacy policy. We also comply with several other internal IT security policies. If we receive formal written complaints, we commit to contacting the sender to follow up on the complaint. Furthermore, we commit to cooperating with the relevant legislative authorities, such as the Data Protection Authority, to resolve complaints about the transfer of personal data that we cannot resolve directly with our customers/partners.

## 10. CHANGES

Our privacy policy may change from time to time. We do not limit your rights under this privacy policy without your explicit consent. Any changes to this privacy policy will be indicated on the website Maskinfabrikken Eskimo.dk, and if there are significant changes, we will highlight them more prominently (for certain changes, we may notify you by email).

## 11. YOUR RIGHTS

You have the following rights:

- You have the right to request access, rectification, or erasure of your personal information.
- You also have the right to object to the processing of your personal information and to have the processing of your personal information restricted.
- If the processing of your personal information is based on your consent, you have the right to withdraw your consent at any time. Your withdrawal will not affect the lawfulness of the processing conducted before the withdrawal of your consent.
- You can always lodge a complaint about the processing of your personal information with a data protection supervisory authority, e.g., the Data Protection Authority.
- You have the right to receive the personal information you have provided in a structured, commonly used, and machine-readable format (data portability).
- You can always lodge a complaint about the processing of your personal information with a data protection supervisory authority, e.g., the Data Protection Authority.
- You can exercise your rights by contacting Online Manager Anna Larsen at the following email [al@Maskinfabrikken Eskimo.dk](mailto:al@Maskinfabrikken Eskimo.dk), after which your inquiry will be managed manually.

We may reject unreasonably repetitive requests, which require disproportionate technical intervention (e.g., developing a new system or significantly changing an existing practice), affect the protection of others' personal information, or are extremely impractical (e.g., requests for information found in backups).

If we can correct information, we will do so free of charge, unless it requires disproportionate effort. We strive to maintain our systems in a way that protects data from mistaken or malicious destruction. Therefore, when we delete your personal information from our systems, it is possible that we may not immediately delete associated copies from our archive servers.

There may be conditions or limitations to these rights. Therefore, it is not certain that you have the right to data portability in the specific case, or that your objection will be accommodated - this depends on the specific circumstances of the processing activities.