

OTV PLAST A/S Sales Condition

§ 1 General

1. The following sales conditions apply to all deliveries of goods from OTV Plast A/S ("OTV") to the Customer. The Customer's purchase conditions shall not apply.

2. OTV assumes no liability for or obligation to ensure that the goods are fit for the Customer's intended purpose.

3. For smaller deliveries OTV charges a handling fee. For shipments requiring packaging, a packaging and environmental fee will be charged. Pallets will be invoiced separately. Packaging and pallets will not be returned.

4. OTV reserves the right to deliver up to 10% more or less than the agreed order quantity.

5. Agreements, confirmations, and other communication between OTV and the Customer, including order confirmations, may be made electronically and are legally binding unless expressly agreed otherwise. Electronic correspondence, including e-mail, shall be deemed valid documentation.

§ 2 Transfer of Risk, Delivery Time, Delay

1. Delivery shall be EXW (Ex Works) OTV's dispatch warehouse in Vejen, Denmark, in accordance with Incoterms 2020, unless otherwise agreed in writing. Risk passes to the Customer upon collection. In the absence of collection, the Customer will be invoiced separately for shipping and transport insurance costs. OTV is entitled to make partial deliveries.

2. Delay in delivery shall not be deemed to occur if, and as long as, timely delivery is prevented by unforeseen delays or non-delivery from OTV's suppliers or subcontractors, or by unforeseen obstacles affecting OTV or its suppliers/subcontractors such as force

majeure, including fire, import/export restrictions, government measures, mobilisation, war, strike, lockout, riots, natural disasters, or similar circumstances beyond OTV's control.

3. If delivery becomes impossible, substantially more difficult, or more costly due to any of the circumstances mentioned in § 2.2, OTV is entitled, without liability, to withdraw from the purchase agreement in whole or in part. If it can reasonably be expected that such circumstances will persist for more than 2 months, both OTV and the Customer shall, within 14 days after it has been established that the circumstances are expected to persist, be entitled to withdraw from the affected part of the purchase agreement without liability.

4. In the event of material delay, the Customer may only terminate the contract if OTV has not delivered within 4 weeks after receiving a written demand for delivery issued after the agreed delivery date. Termination can only apply to the part of the delivery not made by the expiry of the notice period.

5. OTV shall only be liable for losses or damage caused by delay if such loss or damage is due to OTV's intentional or grossly negligent conduct. Loss of production, loss of profit, liquidated damages, interest in withheld funds, indirect loss, or consequential damages shall not be compensated.

6. If the Customer requests an extension of the delivery time, OTV is entitled to invoice the Customer for storage costs and/or increased production costs, including costs for changes to production planning. OTV is also entitled to invoice the purchase price for goods already produced in accordance with the agreed payment terms.

7. If the Customer cancels an order after OTV has commenced work – including sawing, processing, or

other production in accordance with the confirmed delivery date – OTV is entitled to invoice the Customer for the work performed and any associated costs, regardless of the cancellation.

§ 3 Complaints and Warranty

1. The Customer must immediately make a written complaint to the carrier regarding any transport damage (e.g., by noting it on the consignment note or delivery receipt) and must also promptly notify OTV in writing of such a complaint.

2. The Customer must thoroughly inspect the goods without delay, and no later than 2 working days after receipt, and in any case before disposing of them.

3. OTV is liable for ensuring that delivered goods are free from material and manufacturing defects. OTV's liability for defects expires 2 years after delivery. This period also applies in the event of a government recall under Section 54(2) of the Danish Sale of Goods Act.

4. OTV is not liable for defects if the Customer has failed to secure claims against third parties (e.g., the carrier). Any measures taken by OTV to limit loss or damage shall never be considered as acknowledgement of defects. Handling a complaint shall not constitute a waiver of OTV's right to object to late or unfounded complaints.

5. If defects for which OTV are liable exist, the Customer's remedies shall, at OTV's discretion, consist of repair or replacement, which may be made with similar goods. If repair or replacement is not made within a reasonable time set in writing by the Customer, or if defects occur, the Customer is entitled to a proportionate reduction in price or to cancel the purchase of the defective part of the delivery. Defective goods shall be returned to OTV at OTV's expense, with the

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Customer bearing all other costs (e.g., for assembly, disassembly, connection, etc.).

6. OTV is entitled to make repair or replacement conditional on the Customer fulfilling its payment obligations to OTV.

7. OTV is not liable for damage or loss caused by wear and tears, incorrect operation, poor installation, commissioning or maintenance, overloading of the goods or items with which the goods interact, or lack of compatibility of other products with OTV's goods. The Customer is responsible for maintaining the delivered goods. OTV is only liable for losses caused by defects if such losses are due to OTV's intentional or grossly negligent conduct. Loss of production, loss of profit, liquidated damages, interest on withheld funds, indirect loss, or consequential damages shall not be compensated.

8. OTV is not liable for damage or loss caused by the Customer or third parties, including during processing, installation, commissioning, or interference with OTV's goods, or other circumstances not directly attributable to OTV's goods.

§ 4 Limitation of Liability and Product Liability

1. To the extent not otherwise provided in the above provisions or in this § 4, OTV shall not be liable for loss or damage unless caused by OTV's intentional or grossly negligent conduct. Loss of production, loss of profit, liquidated damages, interest in withheld funds, indirect loss, or consequential damages shall not be compensated.

2. OTV's total liability for defects and delays shall not exceed the agreed purchase price for the defective or delayed goods.

3. OTV assumes product liability under applicable law for

personal injury and for damage to property ordinarily intended for non-commercial use and mainly used accordingly by the injured party. OTV shall not be liable for damage to other property, including property into which OTV's goods are incorporated, unless caused by OTV's intentional or grossly negligent conduct.

§ 5 Retention of Title

Delivered goods remain the property of OTV until payment in full has been received.

§ 6 Prices and Payment Terms

1. All prices are for delivery at the place of delivery. All prices are exclusive of VAT and other public duties or fees.

2. Unless otherwise agreed, payment terms are 14 days net from the invoice date. In case of late payment, interest accrues at 2% per commenced month.

3. The Customer may only set off claims acknowledged by OTV or established by a final court or arbitration award.

4. If the Customer is late in paying for any delivery from OTV, all other amounts owed to OTV shall fall due immediately.

§ 7 Governing Law and Venue

Any disputes arising from these sales conditions or deliveries made hereunder shall be settled at OTV's home court in accordance with Danish law.

For the latest sales and delivery conditions, see www.otvplast.dk or contact us at info@otv.dk.

OTV Plast A/S – August 2025