

1. Application

1.1 General terms and conditions of sale and delivery (the "Terms and Conditions") apply to all agreements regarding Tæthedskompagniet, CVR number 40905146, (the "Company") sale and delivery of services in the field of tightness testing, energy labelling and building technical advice to private and business customers.

2. Basis of agreement

2.1 Basis of agreement:

The terms and conditions, together with the Company's offer and order confirmations, form the overall contractual basis for the sale and delivery of services to the customer (the "Contractual Basis"). The customer's terms and conditions of purchase printed on orders or otherwise communicated to the Company do not form part of the Agreement.

2.2 Changes and additions:

Amendments to and additions to the Basic Agreement are only valid if the parties have agreed them in writing.

2.3 Legal status:

Each of the parties must immediately inform the co-contractor if either party changes its legal status, is placed under bankruptcy or restructuring proceedings or voluntary liquidation.

3. Services

3.1 Standard:

The services that the Company sells and delivers to the customer are carried out in a professional manner.

3.2 The customer's cooperation: The customer must give the Company access to personnel data and information, to the extent necessary to perform the services.

4. Price and payment

4.1 Price:

The price for services are those in the price list at the time when the Company confirms the customer's order, unless the parties have agreed otherwise in writing. All prices are exclusive VAT.

4.2 Driving:

Use of the Company's cars in connection with delivery of services is reimbursed by the customer at the rates set by the Danish state at any time, if driving/use of the company's cars is included in the offer.

4.3 Expenses:

Expenses for board and lodging, etc. in connection with the delivery of services is reimbursed by the customer at cost plus a handling surcharge of 15%.

4.4 Payment:

The customer must pay all invoices no later than 14 days, unless the parties have agreed otherwise in writing.

5. Late payment

5.1 Interest:

If the customer fails to pay an invoice for services on time for reasons for which the Company is not responsible, the Company is entitled to charge interest on the overdue amount of 1% per month from the due date and until payment takes place.

5.2 Cancellation:

If the customer fails to pay an overdue invoice for services no later than 14 days after receiving a written demand for payment from the Company, the Company has, in addition to interest according to section 5.1 the right to: (i) cancel the sale of the services to which the delay relates, (ii) cancel the sale of services that have not yet been delivered to the customer, or demand advance payment for this, and/or (iii) exercise other rights of default.

6. Offers, orders and order confirmations

6.1 Offer:

The company's offer is valid for 30 days from the date the offer is made, unless otherwise stated in the offer. Acceptance of offers received by the Company after the expiry of the acceptance period is not binding on the Company, unless the Company informs the customer otherwise.

6.2 Orders:

The customer must send orders to the Company in writing. An order must contain the following information for each verbatim service: (i) Order number, (ii) Service number, (iii) Description of service, (iv) Price, (v) Payment terms, and (vi) Delivery date.

6.3 Order confirmations:

The company aims to send confirmation or rejection of an order for services to the customer in writing no later than 5 working days after receiving the order. Confirmations and rejections of orders must be in writing to bind the Company.

6.4 Change of orders:

The customer cannot change a placed order for services without the Company's written acceptance.

6.5 Inconsistent Terms:

If the Company's confirmation of an order for services does not agree with the customer's order or the Basis of the Agreement, and the customer does not wish to accept terms, the customer must notify the Company in writing no later than 5 working days

after receiving the order confirmation. Otherwise, the customer is bound by the order confirmation.

7. Delivery

7.1 Delivery time:

The company delivers services no later than the time stated in the order confirmation. The company has the right to deliver before the agreed delivery time, unless the parties have agreed otherwise.

7.2 Examination:

The customer must examine all services upon delivery. If the customer discovers an error or deficiency that the customer wishes to claim, it must be immediately notified in writing to the Company. If an error or defect that the customer has discovered or should have discovered is not immediately notified in writing to the Company, it cannot be claimed at a later date.

7.3 Materials:

The customer must be available for clarifying questions and must deliver in good time all drawings, document and calculation materials according to the checklist on the website which is necessary for the company to complete the task.

8. Delayed delivery

8.1 Notice:

If the Company expects a delay in the delivery of services, the Company will inform the customer of this and provide the reason for the delay along with a new expected delivery time.

8.2 Cancellation:

If the Company fails to deliver services no later than 10 days after the agreed delivery time for reasons for which the customer is not responsible, the customer may cancel the order or orders affected by the delay without notice in writing to the Company. The customer has no other rights in the event of delayed delivery.

9. Warranty

9.1 Warranty:

The company guarantees that services are free from material defects and defects in workmanship for 12 months after delivery. For parts that are remedied under warranty, the warranty period is 6 months from completion of remedied work, but a maximum of 12 months from original delivery.

9.2 Notice:

If the customer discovers a fault or defect during the warranty period, and wishes to proceed with a claim, the company must be immediately notified in writing to the Company. If an error or deficiency discovered by the customer is not immediately notified in writing to the Company, it cannot be

claimed later. The Customer must provide the Company with the information about a reported error or deficiency if requested by the Company.

9.3 Examination:

Within a reasonable time after the Company has received notification from the customer of a fault or defect and investigated the claim, the Company shall notify the customer whether the fault or defect is covered by warranty.

9.4 Remedy:

Within a reasonable time after the Company has notified the customer pursuant to section 9.4 that an error or deficiency is covered by warranty, the Company will remedy the error or deficiency.

9.5 Cancellation:

If the Company fails to remedy an error or defect covered by the warranty within a reasonable time after the Company has given notice to the customer pursuant to section 9.4, for reasons for which the customer is not responsible, and the error or deficiency is not remedied within a reasonable period of at least 14 days, the customer may cancel the order or orders affected by the error or deficiency without notice by written notice to the company. The customer has no other rights in the event of errors or deficiencies in services than those expressly stated in section 9.

10. Liability

10.1 Liability:

Each party is responsible for its own actions and omissions according to applicable law with the limitations that follow from the Basic Agreement.

10.2 Limitation of liability:

Regardless of any contrary terms in the Basic Agreement, the Company's responsibility towards the customer cannot per calendar year in total exceed 10% of the sale of services that the Company has invoiced net to the customer in the immediately preceding calendar year. The limitation of liability does not apply if the Company has acted intentionally or grossly negligently.

10.3 Indirect losses:

Regardless of any contrary terms in the Agreement, the Company is not liable to the customer for indirect losses, including loss of production, sales, profit, time or goodwill, unless it is caused intentionally or grossly negligently.

10.4 Force majeure:

Regardless of any contrary terms in the Basic Agreement, the Company is not liable to the customer for non-fulfilment of obligations which may be attributed to force majeure. The freedom from liability remains as long as force majeure persists. Circumstances that are beyond the

Company's control and over which the Company has no influence are considered to be force majeure, in terms of tightness test, the wind conditions may be decisive for the result, or conditions the company should have foreseen when concluding the agreement. Examples of force majeure are unusual natural conditions, war, terror, fire, flood, vandalism and labour disputes.

11. Intellectual Property Rights

11.1 Property rights:

The full ownership of all intellectual property rights arising in connection with the Company's performance of services, including patents, designs, trademarks and copyrights, belong to the Company.

11.2 Violation:

The company is not responsible for the infringement of third-party intellectual property rights by the services provided, unless the infringement is intentional. To the extent that the Company may be confronted with an allegation of infringement of third-party intellectual property rights by the services provided, the customer must indemnify the Company, unless the infringement is intentional.

12. Confidentiality

12.1 Disclosure and use:

The customer must not pass on or use or enable others to use the Company's trade secrets or other information of any kind that is not publicly available.

12.2 Protection:

The customer may not improperly obtain or attempt to obtain knowledge of or access to the Company's confidential information. The customer must deal with and store the information properly to avoid it accidentally coming to the knowledge of others.

12.3 Duration:

The parties' obligations according to section 0-12.1 applies during the cooperation of the parties and without time limit after the termination of the cooperation, regardless of the reason for the termination.

13. Processing of personally identifiable information

13.1 Treatment:

The company processes personal data in due observance of the Danish data protection regulation and law. Information about the Customer's name, address, e-mail, telephone number, etc. used only in connection with the Customer's order, communication and case processing.

13.2 The data subject's rights: The company complies with the data subject's rights (including the right to access, rectification, deletion, limitation of processing, objection, data portability, complaint and the right not to be the subject of a decision based solely on automatic processing, including profiling).

13.3 Storage and disclosure: The company stores the information for as long as is necessary for the purpose for which the information is processed. The company does not pass on, sell or in any other way transfer information to third parties, unless the Customer has given consent to this.

13.4 Contact:

If the Customer wants information about which data is processed, to have data deleted or corrected, the Customer can contact Tæthedskompagniet at info@taethedskompagniet.com deleted or corrected, the Customer can contact Tæthedskompagniet at info@taethedskompagniet.com

14. Limitation of liability

14.1 The company is covered by statutory liability insurance, which is provided by a recognised Danish insurance company, TopDanmark. Our liability is limited to the statutory maximum amount set by the insurance. In 2024 is amount was set at up to DKK 10,000,000.

TopDanmark professional liability Insurance no.: E 9643 639 456 – covers the Nordic countries.

15. Applicable law and venue

15.1 Applicable law:

The cooperation of the parties is in all respects subject to Danish law.

15.2 Venue:

Any dispute that may arise in connection with the parties' cooperation must be settled by a Danish court.

Tæthedskompagniet, September 2024