

1. Application

These general sales and delivery terms (hereinafter the "Terms") apply to all agreements concerning CG Solar & Teknik's, CVR number 41415894 (Central Business Register) (hereinafter the "Company"), sale and delivery of products, spare parts, and associated services to customers.

2. Contractual basis

- 2.1 Contractual basis. The Terms, together with the Company's offer and order confirmation, shall constitute the full contractual basis concerning the Company's sale and delivery of products, spare parts, and associated services to the customers (hereinafter the "Contractual Basis"). The customer's terms of purchase, which may be printed on orders or in some other way notified to the Company, shall not be part of the Contractual Basis.
- 2.2 Amendments and additions. Amendments and additions to the Contractual Basis only apply if the parties have agreed on them in writing.
- 2.3 Legal status. Either party shall immediately notify the other contracting party if the first party is changing status as a legal entity or is subject to bankruptcy/reorganisation proceedings or voluntary liquidation.

3. Products, spare parts, and services

- 3.1 Products and spare parts. Products and spare parts sold by the Company and delivered to the Customer shall be new and in compliance with Danish legislation upon delivery.
- 3.2 Services. Associated services that the Company sells and delivers to the customer in connection with the sale and delivery of products or spare parts, such as repair of solar collectors, shall be performed correctly from a workmanship perspective and shall be in compliance with Danish legislation upon delivery.
- 3.3 Limitation of liability. Products, spare parts, associated services as well as other services sold by the Company and delivered to the customer are intended for the agreed purpose and for use in Denmark. Regardless of any contradictory terms in the Contractual Basis, the Company is never liable for losses or damage that can be attributed to use of products, spare parts, or associated services for different purposes. The customer shall indemnify the Company should the Company incur liability for such losses or damages.
- 3.4 The customer's involvement. The customer must give the Company access to staff and information to the extent necessary to perform the services.
- 3.5 Legislation and standards. The Company is not liable for the services being in compliance with legislation or standards or that they can be used for specific purposes, unless the parties have agreed otherwise in writing.

4. Price and payment

- 4.1 Price. The price for products, spare parts and associated services shall conform to the Company's current price list at the time when the Company confirms the customer's

order, unless the parties agree otherwise in writing. All prices are in Danish Kroner and do not include VAT.

- 4.2 Payment. All orders shall be invoiced 8 days net unless the parties have agreed otherwise in writing. Quotation work and rate payments shall be settled in accordance with the accepted payment terms in the offer.
- 4.3 Price type. If so agreed, the agreement can involve a fixed price or charging according to invoice with regard to performed services. The Company and the customer can agree that the price be calculated as a fixed price. This price covers all expenses for transport, material, and work hours, regardless of the actual costs. The price can also be according to invoice (with or without an estimate), which would mean that the customer will be invoiced by the Company based on a calculation of the usage of materials, work hours spent and transport.
- 4.4 Price according to invoice based on an estimate. If the parties have agreed to charge a price according to invoice and based on an estimate, the price on the final invoice may deviate from the estimate with respect to matters that are not under the control of the Company. For example, this could include increased taxes and fees or changes in supplier prices. This could also be due to installation and/or work matters that the Company was not aware of.
- Deviations can also be due to the estimated price being based on an estimate established on the basis of photographs that the Company received from the customer. In such cases, the Company shall not be responsible if conditions at the address turn out to be different than what could be established from the received photos.

5. Payment delays

- 5.1 Reminder fees and interest. If the customer fails to pay an invoice for products, spare parts, associated services, or other services on time due to reasons for which the Company is not responsible, the Company has the right to interest on the due amount constituting 2% per month from the due date and until payment is made. A reminder fee of DKK 200 per reminder will also be charged.
- 5.2 Cancellation. If the customer does not pay a due invoice for products, spare parts or associated services no later than 14 days after having received a written demand for payment from the Company, then pursuant to subsection 5.1, in addition to charging interest, the Company has the right to: (i) cancel the sale of the products, spare parts and/or associated services that the delay concerns, (ii) cancel the sale of products, spare parts and/or associated services that are yet to be delivered to the customer or charge pre-payment for these, and/or (iii) exercise other remedies for breach of contract.

6. Offers, orders and order confirmations

- 6.1 Offers. The Company's offer is valid for 30 days from the date of the offer, unless otherwise stated in the offer. Acceptance of an offer which is received by the Company after the expiry of the acceptance deadline shall not be binding for the Company unless the Company informs the customer otherwise.
- 6.2 Acceptance. When an offer is accepted, it becomes an order, which includes a specification of what has been agreed. The Company recommends that the customer reads the offer thoroughly and makes additions or changes, so that these are also described. In connection with this, the Company should notify the customer if the customer's requested additions/changes are not appropriate for the result.
- 6.3 Orders/order confirmations. When the offer is accepted, it becomes an order. If the customer then cancels the order, a fee of 5% of the total order amount shall be charged to cover the administration costs that the company has incurred for order processing and order cancellation.
- 6.4 Inconsistent terms. If the Company's confirmation of an order for products, spare parts or associated services does not match the customer's order or the Contractual Basis and the customer does not want to accept the inconsistent terms, the customer must notify the Company in writing within 5 business days after receiving the order confirmation. If the customer does not do so, the order confirmation shall be binding.

7. Delivery

- 7.1 Delivery terms. The Company will handle delivery, and the delivery time will be stated in the offer or order confirmation. If delivery takes place by post, carrier or another supplier, the customer must be present to receive the product. If the customer wants the product to be delivered when they are not present, this requires a prior separate agreement. The liability for the products shall be transferred from CG Solar & Teknik ApS to the customer at the time when delivery takes place at the customer's address.
- 7.2 Examination. The customer must examine all products, spare parts, and associated services upon delivery. If the customer finds defects or deficiencies that the customer wants to claim, a written notification must be sent right away (no later than 8 days after reception/completion of work) to the Company. If a defect or deficiency that was or should have been discovered by the customer is not reported immediately in writing to the Company, it cannot be claimed later.
- 7.3 Transport. If damage occurred during transport with a carrier, the customer is responsible for notifying the carrier upon reception, noting the damage on the consignment note and ensuring that the consignment note is signed by the carrier.

8. Delayed delivery

- 8.1 Notification. If the Company expects a delay in the delivery of products, spare parts or associated services, the

Company will inform the customer of this and also indicate the reason for the delay and the new expected delivery time.

- 8.2 Cancellation. If the Company fails to deliver products, spare parts, associated services, or other services no later than 30 days after the agreed delivery time because of reasons that the customer is not responsible for, the customer has the right to set a deadline by which delivery must take place. This claim must be sent in writing, and the deadline must be at least 14 days. If the Company, contrary to all expectations, has still not delivered within the deadline specified by the customer, the customer may terminate the agreement in writing. The customer has no claim for compensation in case of delays or failure to deliver. The customer does not have other rights in connection with delayed delivery.
- 8.3 Delay due to external circumstances. The Company shall not be liable for delays if they are due to matters that are under the influence of the customer. The Company shall also not be liable in case of "force majeure" situations (e.g., natural disasters, war, failure in supply of raw materials, failure with respect to transport options, import and export bans, currency restrictions, fires, or damage to the company). In such cases, the Company will extend the delivery time to the extent that it finds necessary and fair.

9. Warranty

- 9.1 Warranty. The Company offers a warranty that the products, spare parts, and associated services are free of substantial defects and deficiencies in their design, materials, and execution for 12 months after delivery. Parts that are replaced under the warranty will be subject to a warranty period of 12 months from the date they were replaced, though no more than 24 months from the original delivery.
- 9.2 Exceptions. The Company's warranty does not cover wear parts and defects, or deficiencies caused by: (i) normal wear, (ii) storage, installation, use or maintenance that does not conform to the Company's instructions or normal practice, (iii) repairs or changes performed by other parties than the Company, and (iv) other matters for which the Company is not responsible.
- 9.3 Notification. If the customer finds defects or deficiencies during the warranty period that the customer wants to report, the Company must be notified right away in writing. If a defect or deficiency that was or should have been discovered by the customer is not reported immediately in writing to the Company, it cannot be claimed later. The customer must provide the Company with the information the Company requests concerning a reported defect or deficiency.
- 9.4 Examination. Within a reasonable time after the Company has received a report from the customer concerning a defect or deficiency and investigated the claim, the Company will notify the customer whether the defect or deficiency is covered by the warranty. If so requested, the customer must send the defective components to the Company. The customer shall incur the cost and risk for

the components during transport to the Company. The Company shall incur the costs and risk for the components during transport to the customer if the defect or deficiency is covered by the warranty.

- 9.5 **Remedy.** Within a reasonable time after the Company has issued the notification to the customer, pursuant to subsection 9.4, that a defect or deficiency is covered by the warranty, the Company shall remedy the defect or deficiency by: (i) replacing or repairing the defective parts, or (ii) sending parts to the customer so that the customer can carry out its own replacement or repairs.
- 9.6 **Cancellation.** If, due to reasons for which the customer is not responsible, the Company does not remedy the defect or deficiency that is subject to warranty within a reasonable time after the Company has notified the customer, pursuant to subsection 9.4, and the defect or deficiency has not been remedied within a reasonable deadline of at least 90 days, the customer can cancel the order(s) that is/are affected by the defect or deficiency without notice with a written notification to the Company. The customer does not have other rights in conjunction with defects or deficiencies for products, spare parts, or associated services than those expressly stated in Section 9.

10. Rights

- 10.1 **Ownership.** The Company retains ownership of the product until the entire purchase price, including any interest and fees, has been paid.
- 10.2 **Any statutory requirements pertaining to the property.** The customer should notify the Company of any information about the property that may affect the performance of the work. Such information can be obtained by the customer from the technical department of the municipality. It is the customer's responsibility to obtain any building permits and approvals from the chimney sweeper.

11. The performance of the work

- 11.1 **When the work is in progress.** If the customer has requests for changes or new services when the work is in progress, the customer must inform the Company as quickly as possible. The Company will then review the consequences of these requests on the overall work with the customer, and the changes will be agreed and approved by both parties. If the work has started and the company finds that, for professional reasons, it is better to perform the work in a different way, the Company shall inform the customer of this immediately so that the customer can decide on the matter.
- 11.2 **Start and end date for the work.** When an offer is accepted and becomes an order, a start and end date will be specified on the order confirmation. The customer should notify the Company if the end date is particularly significant and if a potential delay would lead to additional costs, losses or
- 11.3 **Postponement of the completion of the work.** The company may have to postpone the completion of the

work due to:

- Change requests by the customer.
 - Conditions, access, or other hindrances beyond what has been agreed.
 - Bad weather, poor terrain, and poor access conditions.
 - Force majeure (e.g., fire or vandalism).
 - Public injunction or lack of permits from the authorities.
 - Conditions on the part of the customer or other companies/contractors.
 - In case of illness among the company's employees.
- 11.4 **Conditions during installation and use.** The Company can advise and provide guidance on placement, special requirements for installation, premises, buildings, and other significant matters related to installation and use of the product. However, it is always the customer's responsibility to make sure that the conditions are appropriate. Similarly, it is the customer's responsibility to investigate legal provisions and to obtain permits from the authorities if such permits are necessary. The Company will provide instructions for correct usage. This will take place in continuation of the installation during a review at the address. The Company cannot be held liable for damages that arise due to incorrect or inappropriate use, whether of the product itself, other associated installations or in premises and buildings.

12. Processing of personally identifiable data

- 12.1 **Processing.** The Company processes personal data with due consideration for the General Data Protection Regulation and the Danish Data Protection Act. Information concerning the customer's name, email, telephone number, etc. shall be used solely in connection with the customer's order, communication with the customer.
- 12.2 **The rights of the data subject.** The Company complies with the rights of the data subject (inter alia the right to be informed, of rectification, of deletion, of limitation of processing, of objection, of data portability, of complaint and the right to not be subject to a decision based solely on automated processing, including profiling).
- 12.3 **Storage and sharing.** The Company will retain the data if it is necessary for the purpose for which it was collected. The company neither shares, sells nor in any other way transfers information to a third party without the customer's approval.
- 12.4 **Contact.** If the customer wants to be informed of the data that is being processed or to have data deleted or rectified, the customer can contact mail@cgsolar.dk.

13. Applicable law and venue

- 13.1 **Applicable law.** The business between the parties shall in every respect be subject to Danish law.
- 13.2 **Venue.** Any dispute that may arise in connection with the business between the parties shall be settled at a Danish court.