



DELIVERY TERMS

General Terms and Conditions of Sale
and Delivery - June 2024

1 In general

- 1.1 These terms and conditions shall apply to the extent no other written agreement has been entered between Typhon Technologies ApS and the Customer.

2 Web catalogues, brochures and price lists

- 2.1 The illustrations, specifications and prices stated in Typhon Technologies ApS' web catalogue, brochures and price lists are purely indicative and therefore not binding on Typhon Technologies ApS.
- 2.2 Typhon Technologies ApS reserves the right to make changes and/or additions to the web catalogue, brochures, illustrations, specifications and price lists without notice.

3 Quotes

- 3.1 All quotes are made by Typhon Technologies ApS subject to availability.
- 3.2 Quotes made by Typhon Technologies ApS shall automatically expire thirty (30) days from the date of the quote. However, submitted quotes may freely be canceled or changed at any time. Quotes submitted are not binding on Typhon Technologies ApS until Typhon Technologies ApS has accepted the Customer's order by written order confirmation.
- 3.3 Quoted prices, delivery times and other terms and conditions are submitted with reservations for changes in the final production basis in relation to the quotation material, unless otherwise clearly stated. Thus, Typhon Technologies ApS reserves the right to adjust quoted and confirmed prices in the event of, among other things, fluctuations in exchange rates, raw material prices and taxes that occur after the Customer's order is placed.
- 3.4 If Typhon Technologies ApS' order confirmation deviates from the Customer's specifications when placing the order, the Customer must object to this in writing within eight (8) days from the Customer's receipt of the order confirmation. Otherwise, Typhon Technologies ApS' order confirmation shall be binding on the Customer.

4 Prices

- 4.1 Unless otherwise stated, Typhon Technologies ApS' prices are always net cash, exclusive of VAT.
- 4.2 In the event that Typhon Technologies ApS' costs increase due to fluctuations and changes in exchange rates, raw material prices, customs duties, freight rates, taxes and duties, changed legislation and other circumstances beyond Typhon Technologies ApS' control, Typhon Technologies ApS is entitled to adjust its prices accordingly.
- 4.3 For invoice amounts below EUR 500.00, an administration fee of EUR 30.00 is added.

5 Payment

- 5.1 Payment shall be made in accordance with the invoice issued by Typhon Technologies ApS. If nothing is stated in the invoice, payment shall be made in cash upon delivery.
- 5.2 The Customer is not entitled to set off or withhold full or partial payment of the purchase price due to claims against Typhon Technologies ApS of any kind.
- 5.3 In the event of late payment, Typhon Technologies ApS shall be entitled to charge the Customer interest of 2% per month.

6 Retention of ownership

- 6.1 Typhon Technologies ApS shall have full ownership of the purchased goods until the entire purchase price, including any surcharges, has been paid with discharging effect in accordance with applicable legislation.
- 6.2 In the event of the Customer's incorporation, assembly, conversion, processing and/or resale of the purchased goods, Typhon Technologies ApS' retention of ownership shall be maintained to an extent corresponding to the value of the purchased goods, with any surcharges, with the right of enforcement, irrespective of what has been joined or where the purchased goods are included.

7 Product information

- 7.1 Drawings, specifications, calculations etc. provided by Typhon Technologies ApS to the Customer shall remain the property of Typhon Technologies ApS and may not be copied or passed on to third parties without Typhon Technologies ApS' written consent.
- 7.2 Material provided by Typhon Technologies ApS may only be used by the Customer for the purpose of entering into an agreement with Typhon Technologies ApS. Any use of the material for other purposes is unauthorised.

8 Delivery

- 8.1 All delivery times stated in quotes or order confirmations are approximate and without any obligation on Typhon Technologies ApS.
- 8.2 However, if Typhon Technologies ApS and the Customer have specifically agreed on a fixed time for Typhon Technologies ApS' delivery by written agreement, and if Typhon Technologies ApS is delayed in relation to the agreed time, Typhon Technologies ApS shall not be liable for any covering purchases, operating losses or any other indirect losses and financial consequential losses for the Customer.
- 8.3 In addition, in the event of Typhon Technologies ApS' material delay, the Customer shall not be entitled to compensation for direct loss or to terminate the agreement with Typhon Technologies ApS if the delay is caused by circumstances beyond Typhon Technologies ApS' control, including,

but not limited to, labour disputes, strikes, lockouts, epidemic disease outbreaks, fire, explosion, riots and civil commotion, war, sabotage, seizures, currency restrictions, import bans, supply and goods shortages, logistics shortages, execution bans, shortage of operating equipment, defects and delays in deliveries from subcontractors and changes in legislation.

- 8.4 Typhon Technologies ApS reserves the right to make partial deliveries. In this case, the Customer is obliged to receive the purchased goods. If the Customer does not take delivery of the goods partially delivered, Typhon Technologies ApS is entitled to consider the Customer's refusal as a return, cf. clause 10.

9 Passing of risk

- 9.1 Delivery is EXW/Ex works (Typhon Technologies ApS' registered address).
- 9.2 Shipping of the purchased goods from Typhon Technologies ApS' registered address can be agreed upon by separate written agreement. Any shipment from the place of delivery shall be determined by Typhon Technologies ApS and without liability for any freight and postage differences.

10 Returns

- 10.1 Unless otherwise confirmed in writing by Typhon Technologies ApS in each specific case, the Customer is not entitled to cancel a purchase.
- 10.2 If Typhon Technologies ApS has specifically accepted a cancellation made by the Customer, such acceptance shall be conditional on the Customer's return of the delivered goods in accordance with Typhon Technologies ApS' instructions at no cost and risk to Typhon Technologies ApS. In any case, the delivered goods must be returned in their original packaging and undamaged.
- 10.3 Typhon Technologies ApS reserves the right to offset up to 30% of the price of the goods.

11 Complaints and defects

- 11.1 Upon delivery, the Customer must immediately inspect the goods received and within eight (8) days submit a written complaint regarding any delays or defects. Otherwise, the Customer is precluded from raising any complaints.
- 11.2 Defects in the purchased goods may only be attempted to be remedied by the Customer's employees to the extent that such employees' qualifications are recognised in writing by Typhon Technologies ApS in each individual case. Alternatively, the purchase must be returned to Typhon Technologies ApS for rectification.
- 11.3 For Typhon Technologies ApS' remediation at the Customer's address, all travelling expenses and time spent shall be covered by the Customer.
- 11.4 If replacement parts or components are sent to the Customer for repair purposes, this shall be considered an independent purchase until the Customer, at its own expense, returns the

defective part(s) to Typhon Technologies ApS for full or partial credit.

12 Limitations of liability

- 12.1 Typhon Technologies ApS shall not be liable for any indirect loss that delay and/or defects may cause, including operating loss, loss of earnings and other financial consequential losses of the Customer. However, this limitation of liability shall not apply if Typhon Technologies ApS has behaved in a grossly negligent manner. In this case, the Customer shall prove that the Customer's financial loss can be attributed to Typhon Technologies ApS' acts or omissions.
- 12.2 Typhon Technologies ApS liability for any direct loss is in any situation limited to twenty (20) times the respective invoice value.
- 12.3 However, defects caused by abnormal wear and tear, overload, improper use, inadequate maintenance or storage, repairs carried out improperly and/or by unauthorised persons and/or defects that can be attributable to the customer's specification changes for the purpose of resale, do not constitute defects for which Typhon Technologies ApS can be held liable.

13 Product liability

- 13.1 Upon conclusion of the agreement, Typhon Technologies ApS and the Customer confirm to be covered by product liability insurance in an amount that is in accordance with good business practice.
- 13.2 Typhon Technologies ApS shall indemnify the Customer in the event of damage to any person and/or property caused by the purchased goods as a result of a defect in the purchased goods and which is caused by Typhon Technologies ApS acts and/or omissions. However, Typhon Technologies ApS is only liable only if it is proven that the damage is due to Typhon Technologies ApS' acts, errors and/or omissions.
- 13.3 However, Typhon Technologies ApS shall not be liable for any damage caused by the purchased goods to:
- a) property or tangible goods that occurs after delivery while the purchased goods are in the possession of the Customer,
 - b) products manufactured by the Customer,
 - c) products manufactured by the Customer, in which the purchased goods are included, or
 - d) property or tangible goods, when the damage is caused by the Customer's products, in which the purchased goods are included.
- 13.4 In no event shall Typhon Technologies ApS be liable for operating loss, loss of earnings or other consequential or derived losses as a result of damage caused by the purchased goods.

- 13.5 To the extent that Typhon Technologies ApS may be subject to product liability towards third parties, the Customer is obliged to indemnify Typhon Technologies ApS to the same extent as Typhon Technologies ApS' liability is limited under these conditions.
- 13.6 If a third party makes a product liability claim against the Customer, the Customer shall immediately inform Typhon Technologies ApS thereof, just as Typhon Technologies ApS is obliged to inform the Customer.

14 Governing law and venue

- 14.1 ORGALIM S 2022 applies to the contractual relationship between Typhon Technologies ApS and the Customer to the extent not otherwise stated in these terms and conditions, and/or not otherwise agreed between Typhon Technologies ApS and the Customer by written agreement.
- 14.2 Any dispute between Typhon Technologies ApS and the Customer shall be governed by Danish law, except for the Convention on Contracts for the International Sale of Goods (CISG), which shall not apply.
- 14.3 Any dispute between Typhon Technologies ApS and the Customer shall be settled either by the court in Aarhus, Denmark, or by arbitration with seat in Aarhus, Denmark, as decided by Typhon Technologies ApS.