



GENERAL TERMS AND CONDITIONS

FOR GOODS AND PROFESSIONAL SERVICES

Date of issue: July 1st, 2026

1. Application of these General Terms

1.1 The supply by FractureCode Corporation ApS (hereinafter "FCC") of any FCC Solutions to Customer is expressly conditioned on Customer's agreement to these General Terms, which is deemed to be made by Customer's making an Order. Any additional or different terms proposed by Customer are ineffective and will not be binding upon FCC unless accepted by FCC in writing.

1.2 These General Terms supersede any terms for the supply of FCC Solutions previously issued by FCC unless otherwise agreed by the parties in writing.

2. Definitions

In addition to the words and expressions defined in Clause 18.1, the words or expressions listed below shall have the following meaning when used in these General Terms:

Affiliate means any entity which is controlled by FCC or Customer, and control means the ability, directly or indirectly, to direct the affairs of another by means of ownership, contract or otherwise.

Agreement means the Customer Agreement and its Appendices, to include these General Terms..

Charges means all sums charged by FCC for the FCC Solutions, including the price of Equipment, Service fees, fees for FCC Software Subscription(s), FCC Software support fees, hosting services fees, costs of materials used by FCC in delivering the Services, travel time and expenses, hotel costs, subsistence and associated expenses and the cost of any third parties contracted by FCC in the performance of the Services.

Claim(s) means claim(s) as described within clause 17.1.

Contract means an agreement between FCC and Customer for the purchase of FCC Solutions as described in Clause 3.3.

Confidential Information means any commercial, financial or technical information (whether in oral, written or electronic form), information relating to either party's technology, business, management, Know-how, trade secrets, Intellectual Property Rights, software, assets, finances, strategy, products and customers, which may be reasonably considered as confidential or has been identified as such, and including such as is developed by FCC in performing its obligations under, or otherwise pursuant to a Contract;

Customer means the natural or legal person making an Order.

Deliverables has the meaning in Clause 13.2.

Delivery and **Delivery Location** have the meaning in Clause 5.2.

Dispute has the meaning in Clause 21.2.

Equipment means the equipment, parts, materials and other items or goods specified in an Order Confirmation that will be supplied by FCC, or FCC's third-party suppliers selected by FCC, to Customer.

Equipment Warranty Period has the meaning in Clause 7.1.

FCC means FractureCode Corporation ApS, whose company registration number is 26722055; and whose registered office is at Amager Strandvej 390, 2. Etage, DK-2770 Kastrup, Denmark; or its Affiliate(s).

FCC Proposal means a formal proposal in writing from FCC to a prospective Customer for the supply of FCC Solutions.

FCC Software means all software, whether proprietary to FCC or licensed to, distributed by, or otherwise lawfully supplied by FCC, that is provided for installation, implementation, operation or use in connection with FCC Solutions,

including all updates, upgrades, modifications, patches, releases, associated documentation and related materials made available by FCC from time to time.

FCC Software Subscription means an annual and recurring fee for the license to install, implement, operate, and use the FCC Software (in Object Code only) within its Field(s) of Use; and includes the FCC Software's maintenance updates and both its minor and major upgrade; and Tier 3 ("Level 3") support of the FCC Software in accordance with the FCC Proposal; and during the term of the license.

FCC Solutions means FCC Software, Services and/or Equipment.

Field(s) of Use means FCC Software's intended use per its specification; and the FCC Proposal.

Force Majeure Event has the meaning in Clause 19.1.

General Terms means these general terms and conditions - for goods and professional services.

Intellectual Property Rights means in any jurisdiction throughout the world, copyrights and related rights, moral rights, rights in computer code and programs and all related documentation, database rights and compilations, patents, including divisionals, continuations, continuations-in-part and foreign equivalents thereof, industrial designs, utility models, supplementary protection certificates, petty patents, design rights, trademarks, service marks, trade names, trade dress, and other indicia of origin, rights in internet addresses and domain names, rights to good-will or to sue for passing off, rights in unfair competition, rights in undisclosed or confidential information, know-how (such as the know-how, trade secrets, inventions and other rights in Confidential Information or proprietary information), and other rights of a similar nature, in each case whether registered or unregistered and including all applications (or rights to apply) for (and for renewals and extensions of such rights) such rights, as may now or in the future subsist anywhere in the world and all goodwill associated with them throughout the world.

Object Code means computer software programs in machine-readable format.

Order means Customer's order for the purchase of FCC Solutions from FCC.

Order Confirmation has the meaning described in Clause 3.3.

A **party** means either FCC or Customer and **parties** means both FCC and Customer.

Services means the services provided by FCC including, (i) installation, configuration, project management and hyper-care for the systems integration of FCC Software and Equipment; (ii) customization of FCC Software; (iii) FCC Software support and training services; (iv) hosting services; and (v) consulting services; each specified in an Order Confirmation.

Source Code means computer software programs in human-readable format, which can be converted by a compiler into Object Code.

Specification means FCC's description of the Equipment, Services and/or FCC Software included in an Order Confirmation or in documentation referenced in an Order Confirmation.

3. Orders, Order Confirmation, Contract

3.1 Each Order shall be an offer by Customer to purchase FCC Solutions subject to these General Terms and in accordance with an FCC Proposal.

3.2 An Order may be withdrawn or amended by Customer at any time before issuance of an Order Confirmation by FCC. If FCC agrees the terms of such an amendment it shall issue a new FCC Proposal and if this is acceptable to Customer, Customer shall issue a new Order. Each Order shall reference the most recent FCC Proposal.

3.3 FCC may accept or reject an Order at its discretion. An Order shall not be accepted, and no contractual obligation to supply any FCC Solutions shall arise, until FCC's acceptance of the Order through either: (i) the issue of a written order confirmation; or (ii) by conduct through supplying FCC Solutions to Customer pursuant to an Order (without issuing a written order confirmation); (each an **Order Confirmation**). An Order Confirmation creates a binding Contract between the parties consisting of the Order Confirmation, these General Terms and the applicable FCC Proposal (**Contract**).

3.4 Each Order Confirmation by FCC is binding except: (i) in the event of a material error or mistake by FCC in the Order Confirmation; or (ii) where there is a material change in circumstances negatively impacting FCC. In either case FCC acting reasonably may amend the Order Confirmation with the corrected information or the revised commercial and technical conditions including Charges. The revised Order Confirmation shall be binding on Customer unless it notifies FCC in writing within 3 business days of receipt of the revised Order Confirmation that it does not agree to the revised conditions.

3.5 Each Order Confirmation shall provide a description of the FCC Solutions being supplied, with the specification, if applicable, the Charges and

the location for the delivery or performance of the FCC Solutions. Such information may be provided in the FCC Proposal referenced in the Order Confirmation. In the case of an Order Confirmation by conduct, the applicable FCC Solutions shall only be those actually supplied by FCC in accordance with FCC's standard Specification for such FCC Solutions.

3.6 Any FCC Proposal issued by FCC to Customer is non-binding on FCC unless and until confirmed to be binding by FCC in an Order Confirmation. Any samples, drawings, specifications or other written material are provided by FCC for the sole purpose of giving an approximate description of the FCC Solutions and shall not form part of any Contract or have any contractual effect unless specifically referenced by FCC in an Order Confirmation.

3.7 Marketing and other promotional material relating to the FCC Solutions are illustrative only and do not form part of a Contract.

4. Equipment

4.1 FCC shall supply the Equipment to Customer in accordance with the Specification in all material respects.

4.2 FCC reserves the right to amend the Specification if necessary to comply with any applicable statutory or regulatory requirement, and FCC shall notify Customer in any such event.

5. Delivery of Equipment

5.1 FCC Obligations: FCC shall ensure that:

5.1.1 a delivery note which shows (i) the date of the Order Confirmation, and all relevant references, (ii) the type and quantity of the Equipment (including the code number of the Equipment, where applicable), (iii) special storage instructions (if any) and, if the Equipment is being delivered in installments, (iv) the remaining items of Equipment remaining to be delivered accompanies each delivery of the Equipment or is delivered shortly thereafter; and

5.1.2 any requirement for Customer to return any packaging material to FCC is clearly stated on the delivery note. Customer shall make any such packaging materials available for collection at such times as FCC shall reasonably request.

5.2 Delivery Location/Terms: FCC shall deliver the Equipment to the location set out in the applicable Order Confirmation or such other location as the parties may agree (**Delivery Location**) at any time after FCC notifies Customer that the Equipment is ready. The delivery of Equipment shall be in accordance with the INCOTERMS 2020 specified in the Order Confirmation or agreed by FCC and Customer in writing (**Delivery**).

5.3 Inspection: Customer shall inspect the Equipment supplied within 3 days after Delivery.

5.4 Delivery Time: Any dates quoted for delivery of the Equipment are approximate only, and the time of delivery is not of the essence. FCC shall not be liable for any delay in delivery of the Equipment that is caused by an event beyond FCC's reasonable control or Customer's failure to provide FCC with adequate delivery instructions or any other instructions that are relevant to the supply of the Equipment.

5.5 Customer delays in taking Delivery: If FCC is unable to deliver the Equipment because Customer has failed to provide adequate instructions or comply with its obligations in Clause 10, FCC may on behalf of Customer store the Equipment at Customer's expense, and risk in the Equipment, whatever the nature, shall pass to Customer. Delivery to storage shall constitute Delivery to Customer and FCC shall become entitled to full payment of the applicable Charges. If Customer's delay exceeds 30 days from the Delivery of the Equipment, FCC shall be entitled, but not obliged, to cancel the Contract, keep all payments received and dispose of the Equipment at its convenience. Customer shall indemnify and hold FCC harmless for all costs incurred by FCC.

5.6 Failure to Deliver: If FCC fails to deliver the Equipment, its liability shall be limited to the costs and expenses incurred by Customer in obtaining replacement goods of similar description and quality at the demonstrably lowest reasonable cost available, and any installments of the price of the Equipment already paid by Customer.

6. Title and Risk in the Equipment

6.1 Risk: Risk in the Equipment shall pass to Customer on Delivery.

6.2 Title: Title to the Equipment shall pass to Customer once FCC has received payment of the applicable Charges for the Equipment in full in cleared funds. Until then, Customer shall: (i) hold the Equipment as bailee for FCC; (ii) take all reasonable care of the Equipment and keep them in the condition in which they were delivered; (iii) insure the Equipment from Delivery with a reputable insurer against all risks for an amount at least equal to price for the Equipment; (iv) when practicable, clearly identify the Equipment as belonging to FCC; (v) not remove or alter any mark on the Equipment; (vi) on reasonable notice permit FCC to inspect the Equipment

during Customer's normal business hours and provide FCC with such information concerning the Equipment as FCC may request from time to time.

6.3 Repossession: If, at any time before title to the Equipment has passed to Customer, Customer informs FCC, or FCC reasonably believes, that Customer has or is likely to become subject to any of the events specified in Clause 20.1.5, FCC may: (i) require Customer at Customer's expense to return the Equipment to FCC or a third party specified by FCC; and (ii) if Customer fails to do so promptly, enter any premises where the Equipment are located and repossess them.

7. Warranty for Equipment

7.1 FCC warrants that on Delivery, and for a period of 12 months from the date of Delivery (**Equipment Warranty Period**), the Equipment shall:

7.1.1 conform in all material respects with the Specification;

7.1.2 be free from material defects in design, material and workmanship; and

7.1.3 be of satisfactory quality.

7.2 Subject to clause 7.3, if:

7.2.1 Customer promptly notifies FCC in writing of any defects found as a result of the inspection required under Clause 5.3 or notifies FCC and the applicable third-party supplier in writing during the Equipment Warranty Period within a reasonable time of discovery (not to exceed 7 days from discovery) that some or all of the Equipment do not comply with the warranty set out in Clause 7.1; and

7.2.2 Customer (if asked to do so by the third-party supplier) returns such Equipment to the third-party supplier's place of business in accordance with the third-party supplier's return material authorisation process,

FCC shall, at its option, require the third-party supplier of the Equipment to repair or replace the defective Equipment, or refund the price of the defective Equipment in full.

7.3 Customer undertakes to comply with each third-party supplier's return materials authorisation process in accordance with Clause 7.2.2.

7.4 FCC shall not be liable for the Equipment's failure to comply with the warranty set out in Clause 7.1 if:

7.4.1 Customer makes any further use of such Equipment after giving a notice in accordance with Clause 7.2;

7.4.2 the defect arises because Customer failed to follow FCC's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Equipment or (if there are none) good trade practice regarding the same;

7.4.3 the Equipment is operated under abnormal working conditions or conditions more severe than, or otherwise exceeding, those set forth in the Specification;

7.4.4 the defect arises as a result of FCC having supplied parts or items of Equipment specifically requested by Customer which FCC would not have supplied without such a request;

7.4.5 Customer alters or repairs such Equipment without the written consent of FCC;

7.4.6 the defect arises as a result of fair wear and tear (including accessories and consumables or other items that are subject to regular replacement), wilful damage or negligence;

7.4.7 the defect is identified as being a result of corrosion and/or erosion, or result of vibrations and/or contamination; or

7.4.8 the Equipment differs from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards applicable to Customer.

7.5 Customer undertakes to give FCC all necessary access to the Equipment claimed as defective. FCC shall arrange with the Customer for the return of the Equipment to be repaired to the FCC designated repair location. Equipment which has been repaired or replaced within a valid Equipment Warranty Period will be returned to Customer at no charge, except for Equipment which is found to have no defects due to the fault of FCC, in which case Customer will be responsible for paying the cost of returning the Equipment and any other related costs incurred by FCC including FCC's personnel accommodation and travel expenses if applicable. In this case Customer may also be charged an evaluation fee for any testing and processing regardless of the warranty status. For the sake of clarity, temporary



replacement equipment shall not be provided to the Customer by FCC under this warranty, during warranty repair of the defective equipment.

7.6 Except as provided in this Clause 7, FCC shall have no liability to Customer in respect of the Equipment's failure to comply with the warranty set out in Clause 7.1.

7.7 These General Terms shall apply to any repaired or replacement Equipment supplied by FCC.

7.8 If the Equipment is out of warranty an estimate in respect of the cost of repairs will be provided by the third-party supplier. For Equipment which is determined by the third-party supplier to be beyond economical repair, or where Customer decides against repairing the Equipment based on the cost estimate, then an evaluation fee may be charged by the third-party supplier. Equipment returned to a third-party supplier from outside of Denmark shall be accompanied by: (a) a "Pro-forma" invoice (2 copies - 1 copy placed in shipping container - 1 copy affixed to the outside of the shipping container) indicating the value of the Equipment for customs requirements; and (b) a statement declaring "Danish manufactured goods being returned for repair". Wherever possible, Equipment should be returned to the applicable third-party supplier in the original packaging.

8. Supply of Services

8.1 FCC shall supply the Services to Customer in accordance with the Specification in all material respects.

8.2 FCC shall use its commercially reasonable efforts to meet any performance dates for the Services specified in an Order Confirmation, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

8.3 FCC reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and FCC shall notify Customer in any such event.

8.4 FCC warrants to Customer that the Services will be provided using reasonable care and skill.

9. Software

9.1 No license to FCC Software is given in these General Terms. Any license to FCC Software shall be specified separately in the Order Confirmation by reference to the FCC Proposal.

9.2 If a license for FCC Software is specified in an Order Confirmation by reference to the FCC Proposal it shall be subject to the following terms.

9.2.1 no sublicense of FCC Software is permitted except as specified in that Order Confirmation;

9.2.2 use of FCC Software shall be restricted to use in Object Code form only. No license of FCC Software Source Code is given under any Order Confirmation;

9.2.3 where an end-user license agreement (**EULA**) is applicable (as expressed in an Order Confirmation) use of the FCC Software is also subject to the terms of the EULA; and

9.2.4 where specified accordingly in an Order Confirmation, certain FCC Software components are provided on a software as a service (SaaS) basis.

9.3 Any licenses to FCC Software are personal to Customer and are non-transferable except where expressly permitted in an Order Confirmation.

9.4 All rights not specifically and expressly granted in writing to Customer under a Contract are hereby expressly reserved by FCC.

9.5 Support for FCC Software, if applicable, shall be described in an Order Confirmation.

10. Customer's Obligations

10.1 Customer shall:

10.1.1 ensure that any information and documentation it provides to FCC in relation to the FCC Solutions and its requirements are complete and accurate;

10.1.2 co-operate with FCC in all matters relating to the Services;

10.1.3 provide FCC, its employees, agents, consultants and subcontractors, with access to Customer's premises, office accommodation and other facilities as

reasonably required by FCC to provide the Services and install or configure the FCC Solutions;

10.1.4 provide FCC with such information and materials as FCC may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

10.1.5 prepare Customer's premises for the supply of the FCC Solutions;

10.1.6 as applicable, Customer undertakes at its own cost, to keep the Equipment in a geographical, physical and technical environment in accordance with applicable law and in accordance with FCC's instructions and Specification;

10.1.7 obtain and maintain all necessary licenses, permissions, consents, customs import clearances which may be required for the FCC Solutions before the date on which the FCC Solutions are to be installed and the Services are to be supplied. Customer agrees that any authorisation, license, permit, planning permission or approval required from any regulatory authority for which FCC is not expressly made responsible in a Contract shall be obtained in due time by Customer;

10.1.8 give all reasonable assistance to FCC in obtaining any letter of invitation, permit, visa and similar document which FCC or any of its personnel may require in order to provide the Services or install the FCC Solutions at the Delivery Location at no cost to FCC;

10.1.9 keep all materials, equipment, documents and other property of FCC (**FCC Materials**) at Customer's premises in safe custody at its own risk, maintain FCC Materials in good condition until returned to FCC, and not dispose of or use FCC Materials other than in accordance with FCC's written instructions or authorisation;

10.1.10 comply with any additional obligations as set out in an Order Confirmation including the Specification; and

10.1.11 comply with EU sanctions law and:

- a) not sell, export or re-export, directly or indirectly, to the Russian Federation and Belarus or for use in the Russian Federation and Belarus any goods and/or Licenses supplied under or in connection with this Agreement that fall under the scope of Article 12g, 12ga of Council Regulation (EU) No 833/2014 and Article 8g of Council Regulation (EU) No. 765/2006;
- b) undertake its best efforts to ensure that the purpose of above paragraph (a) is not frustrated by any third parties further down the commercial chain, including by possible resellers;
- c) set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of above paragraph (a);
- d) immediately inform FCC about any problems in applying above paragraphs (a), (b) or (c), including any relevant activities by third parties that could frustrate the purpose of above paragraph (a). The Customer shall make available to FCC information concerning compliance with the obligations under above paragraphs (a), (b) and (c) within two weeks of the simple request of such information; and may
- e) disclose information regarding the sale and requested information from Customer as mandated by regulatory entities.

Any violation of above paragraphs (a), (b) or (c) shall constitute a material breach of an essential element of this Agreement, and FCC shall be entitled to seek appropriate remedies, including, but not limited to termination of this Agreement.

10.1.12 undertake not to engage any third party to perform maintenance, repair or intervene in any way with the FCC Solutions without prior written agreement of FCC.

10.2 If FCC's performance of any of its obligations under a Contract is prevented or delayed by any act or omission by Customer or failure by Customer to perform any relevant obligation (**Customer Default**):

10.2.1 without limiting or affecting any other right or remedy available to it, including under Clause 20, FCC shall have the right to suspend performance of the Services and installation of the FCC Solutions until Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays FCC's performance of any of its obligations;

10.2.2 FCC shall not be liable for any costs or losses sustained or incurred by Customer arising directly or indirectly from FCC's failure or delay performing any of its obligations as set out in this Clause 10.2; and

10.2.3 Customer shall reimburse FCC on written demand for any costs or



losses sustained or incurred by FCC arising directly or indirectly from the Customer Default.

11. Acceptance

11.1 If an Order Confirmation so requires, FCC shall test the FCC Solutions in such manner as the parties have agreed and issue an acceptance test certificate to Customer.

11.2 Acceptance Certificate: Whatever the acceptance process for the FCC Solutions, Customer agrees to sign an acceptance test certificate within a period of 7 days from the completion of the relevant acceptance test process. Absent the requirement for FCC to provide an acceptance test certificate, the FCC Solutions shall be considered as definitively accepted by Customer without any reservation unless it notifies FCC in writing within 15 days of Delivery.

12. Charges, Payment, Credit Limit

12.1 Charges:

12.1.1 The Charges for the FCC Solutions shall be specified in each Order Confirmation and if not set out in an Order Confirmation, Equipment and FCC Software shall be priced in accordance with FCC's standard price list from time to time and Services shall be calculated in accordance with Clause 12.1.2, in all cases plus VAT if applicable in accordance with applicable law.

12.1.2 The Charges for Services shall be calculated on a time and materials basis, in accordance with FCC's standard daily rates and scale of charges in force from time to time.

12.1.3 FCC shall be entitled to include in the Charges any expenses reasonably incurred by the individuals whom FCC engages in connection with the Services including traveling expenses, hotel costs, subsistence and any associated expenses in accordance with FCC's travel expenses policy, and for the cost of services provided by third parties and required by FCC for the performance of the Services, and for the cost of any materials.

12.1.4 The Charges shall be exclusive of all costs and charges of packaging, insurance, transport of the FCC Solutions, which shall be invoiced to Customer, unless provided otherwise in the Order Confirmation.

12.1.5 For Services which are to be provided pursuant to a Contract for more than 12 calendar months, FCC may in for each subsequent 12-month period, increase the Charges once by a percentage no greater than the percentage increase of the relevant consumer price index over the previous 12 months for the applicable locations from which FCC or its contractors provides the Services FCC Solutions to Customer under that Contract. At all times in the event there is a period of high inflation that impacts FCC service location or a material adverse change of any nature (including foreign exchange fluctuations, increases in taxes and duties, supply shortages, supply delays and increases in labour, materials and other transportation and manufacturing costs) that impacts the cost to FCC to supply the FCC Solutions to Customer, FCC may immediately upon notice to Customer increase the Charges accordingly.

12.1.6 FCC reserves the right to increase the Charges if:

- (a) any request by Customer to change the delivery dates, quantities or types of Equipment ordered, or the Specification;
- (b) any request by Customer to change the Services, Services commencement and end dates, quantities or types of Services ordered, or the Specification;
- (c) any request by Customer to change the FCC Software, FCC Software installation, configuration and testing dates, quantities or types of FCC Software ordered, locations where the FCC Software is to be installed, or changes to the instances of the FCC Software required; or
- (d) any delay caused by any instructions of Customer in respect of the Equipment or failure of Customer to give FCC adequate or accurate information or instructions in respect of the Equipment; or
- (e) there is any changes in laws or regulations applicable to a Contract which may be enforced at any time after the date at which FCC had made an Order Confirmation, and entailing additional costs or delays for FCC, shall entitle FCC to be reimbursed by Customer of the resulting additional costs, and shall entitle FCC to an extension of time for delivery.

12.2 Payment:

12.2.1 FCC shall invoice Customer for the Charges in accordance with the requirements specified in an Order Confirmation, or as otherwise agreed by the parties in writing.

12.2.2 Unless specified otherwise in an Order Confirmation Customer shall

pay all invoices in full without deduction or set-off, in cleared funds within 30 days of the date of each invoice, and to the bank account specified by FCC.

12.2.3 For sales of FCC Solutions outside of Denmark, FCC reserves the right to require Customer to issue an irrevocable and confirmed letter of credit which shall: (i) provide for partial deliveries; (ii) be advised through and confirmed by a bank acceptable to FCC within 7 working days from the date of the applicable Order Confirmation; (iii) conform to the latest edition of the International Chamber of Commerce's Uniform Custom and Practice for Documentary Credits (UCP 500); and (iv) be valid for at least 60 days beyond the latest installment of payment stated in the Order Confirmation. Customer shall, at its own expense, extend the letter of credit in accordance with any variation or other event which entitles FCC to any extension of time for dispatch or delivery.

12.2.4 Where sums due are not paid in full by the due date, FCC may:

(a) without limiting its other rights, charge simple interest on such sums at the greater of 5% or 5% a year above the EU Average Rate Overnight (EUSTR) of the European Central Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. Customer must pay FCC interest together with any overdue amount;

(b) postpone the date of delivery for FCC Solutions under the applicable Contract by a period of time equivalent to Customer's delay and FCC shall be entitled to terminate the Contract 14 days following an unsuccessful reminder to pay sent by FCC to Customer, and Customer shall indemnify and hold FCC harmless from any costs or expenses, including loss of revenues and interests, resulting for FCC from this termination.

12.2.5 Customer shall pay any bank, transaction and financial charges whatever the nature related to method of payment used by Customer. No deduction whether by way of set-off, counterclaim or otherwise, shall in any circumstances be made by Customer. Customer shall not be entitled to delay or withhold payment if the FCC Solutions are delayed or not delivered due to reasons beyond FCC's reasonable control, if unimportant parts are missing, or if post-delivery Services are to be carried out where the remainder of the FCC Solutions are available for use.

12.3 Credit Limit: FCC may set and vary credit limits from time to time and withhold all further FCC Solutions if Customer exceeds such credit limit.

13. Intellectual Property Rights

13.1 All Intellectual Property Rights in the FCC Solutions, including all its software releases and any customizations, FCC's know-how, materials and documentation, any other FCC technology including technical information, inventions (whether patentable or not), products, components, concepts, techniques, software, algorithms, designs, marking, processes and communication protocols, FCC trademarks and all other FCC Intellectual Property Rights shall at all times remain the property of FCC. Nothing in any Contract shall confer on Customer any right, title, or interest in respect of the above items, except to the limited extent a license is granted pursuant to a Contract.

13.2 Any deliverables prepared by FCC for Customer as part of the Services shall be owned by FCC (**Deliverables**). FCC grants Customer a right to use, alter, duplicate and/or reproduce in all forms and for all media, including all electronic media, worldwide, on a royalty-free basis the Deliverables for the purpose of receiving and using the Services and the Deliverables in its business.

13.3 Customer shall not sub-license, assign or otherwise transfer the rights granted under this Clause 13.

13.4 Customer shall be and remain the sole owner of its Intellectual Property Rights, including the know-how, it had acquired prior to any Contract. Customer grants FCC a fully paid-up, non-exclusive, royalty-free non-transferable license to copy and modify any materials provided by Customer to FCC for the term of each Contract for the purpose of providing the FCC Solutions to Customer.

14. Confidentiality and Announcements

14.1 Each party shall keep confidential all Confidential Information of the other and shall only use the same as required in connection with a Contract. The provisions of this Clause shall not apply to: (i) any information which was in the public domain at the date of a Contract; (ii) any information which comes into the public domain subsequently other than as a consequence of any breach of a Contract or any related agreement; (iii) any information which is independently developed by the other party without using information supplied by the first party; or (iv) any disclosure required by law or a regulatory authority or otherwise by the provisions of a Contract.

14.2 Each party shall ensure that its personnel comply with this confidentiality undertaking and shall be responsible for any breach of it.

14.3 Neither Customer nor its personnel shall, without the prior express written approval of FCC, advertise or otherwise publicize or disclose the existence of, or any information regarding, any Contract or any other aspect of the relationship between the parties and/or FCC's personnel, or use FCC's name or any trade name, trademark or service mark or brand imagery belonging to FCC in any press release, any form of advertising, or any of its business communications (internal or external).

14.4 This Clause shall remain in force in perpetuity.

15. Ethics/Compliance with Applicable Law

15.1 Each of the parties agrees to perform hereunder with the highest ethical standards. Neither party shall do business with any natural or legal person where it believes that: (i) payoffs or similar improper or unethical practices are involved; or (ii) the business is in violation of any laws, including, but not limited to local environmental, employment, child and forced labour, anti-modern slavery, safety, and anti-bribery and anti-corruption laws and shall itself comply with all such laws.

15.2 Each party undertakes not to engage in any activity, or have a relationship with another natural or legal person, which results or may result in a conflict of interest, or embarrassment to either party, or harm to either party's reputation.

15.3 FCC undertakes to comply with its code of conduct and applicable law.

15.4 Each party shall obtain and maintain all necessary authorisations, approvals, permits, and licenses needed for it to perform its obligations in each Contract.

15.5 Carbon Border Adjustment Mechanism (CBAM)

15.5.1 Regulatory Background: The parties acknowledge that Regulation (EU) 2023/956 establishing a Carbon Border Adjustment Mechanism ("CBAM"), together with any implementing or delegated acts, guidance, or successor legislation (the "CBAM Regulation"), may apply to certain goods imported into the European Union and may impose reporting, data disclosure, verification, cost, levy, certificate, or administrative obligations in relation to embedded greenhouse gas emissions.

15.5.2 Customer Responsibility: Unless expressly agreed otherwise in writing in an applicable Order Confirmation, the Customer shall be solely responsible for:

- determining whether CBAM applies to the import, use, resale, or onward supply of any Equipment or other goods supplied under a Contract;
- fulfilling all CBAM-related obligations, including but not limited to reporting, registration, declarations, surrender or purchase of CBAM certificates, payment of any CBAM-related charges, duties, levies, penalties, or administrative fees; and
- ensuring compliance with CBAM requirements applicable to the Customer, its Affiliates, customers, distributors, or other parties in the downstream supply chain.

15.5.3 Information and Data: Where required by applicable law, FCC shall use commercially reasonable efforts to provide available information within its control relating to the origin of the Equipment and, where applicable, emissions-related data required under the CBAM Regulation. FCC does not warrant the completeness, accuracy, or regulatory sufficiency of any such information unless expressly stated in writing.

15.5.4 Changes in Law and Cost Adjustment: Any new or amended CBAM-related obligations, costs, delays, or administrative burdens arising after the date of the relevant Order Confirmation shall constitute a change in applicable law. FCC shall be entitled, in accordance with Clause 12.1.6 and/or Clause 19, to:

- adjust the Charges to reflect any additional costs incurred by FCC as a result of CBAM compliance or related supply chain impacts; and/or
- extend delivery or performance timelines affected by CBAM-related requirements.

15.5.5 Limitation of Liability: To the fullest extent permitted by law, FCC shall not be liable for any losses, costs, penalties, delays, loss of profit, or indirect or consequential damages arising from or in connection with the application of CBAM, the Customer's compliance or non-compliance with CBAM, or any actions taken by customs or regulatory authorities in relation thereto.

15.5.6 Indemnity: The Customer shall indemnify and hold harmless FCC from and against any claims, liabilities, fines, penalties, costs, or expenses arising out of or in connection with the Customer's failure to comply with CBAM obligations, except to the extent caused by FCC's wilful misconduct or gross negligence.

16. Non-Solicitation

16.1 Neither party shall, during the term of a Contract, or for 12 months from its expiry or termination (except with the prior written consent of the other party), directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of that party, any employee, or independent contractor of the other party who is employed or engaged in any services which are relevant to the Contract.

16.2 A party shall not be in breach of Clause 16.1 as a result of running a national advertising campaign open to all comers and not specifically targeted at any of the staff of the other party.

16.3 If either party commits any breach of Clause 16.1, the breaching party shall, without prejudice to any other rights or remedies of the claiming party, on demand, pay to the claiming party a sum equal to one year's basic salary or the annual fee that was payable by the claiming party to that employee or independent contractor plus the recruitment costs incurred by the claiming party in replacing such person.

17. Indemnities and Limitation of liability

17.1 Each party shall defend, indemnify and hold harmless the other party and their respective directors, officers, agents and employees from and against all claims, liabilities, suits, losses, damages and expenses, including costs and reasonable attorney's fees (**Claims**), relating to or resulting from its negligence, errors, omissions, wilful default, breach of contract, unauthorized actions, breach of any obligation, representation and/or warranty under a Contract.

17.2 To the fullest extent permitted by law, neither party shall be liable for any actual or alleged indirect, consequential, special, incidental, punitive loss, loss of profits, loss of anticipated profits, loss of savings, loss of business, loss of opportunity, loss of publicity, loss of reputation or any other sort of economic loss damage or expenses howsoever arising which is suffered by party or a party's personnel pursuant to a Contract.

17.3 The parties acknowledge that any breach of Clauses 13, 14, 15 and 16 may cause a party irreparable injury for which standard legal remedies would not be adequate. Therefore, in the event of any breach of such Clauses, the prejudiced party shall be entitled to extraordinary or injunctive relief in addition to any other remedies it may have.

17.4 Except for liability for any breach of Clauses 13, 14, 15 and 16 of these General Terms, each party's liability under a Contract shall be limited to 100% of the Charges.

18. Data Protection

18.1 The following definitions apply in this Clause 18:

18.1.1 **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures:** as defined in the Data Protection Laws.

18.1.2 **Data Protection Laws:** all applicable data protection and privacy legislation in force from time to time in the European Union (**EU**), the European Economic Area (**EEA**) or any of the EU or EEA's member states from time to time, and including the General Data Protection Regulation, Regulation (EU) 2016/679.

18.2 Both parties will comply with all applicable requirements of the Data Protection Laws. This Clause 18 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Laws.

18.3 The parties acknowledge that for the purposes of the Data Protection Laws, Customer is the Controller and FCC is the Processor. If required in a Contract the parties will append or reference a schedule to set out the scope, nature and purpose of processing by FCC, the duration of the processing and the types of Personal Data and categories of Data Subject.

18.4 Without prejudice to the generality of Clause 18.2, Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to FCC and/or lawful collection of the Personal Data by FCC on behalf of Customer for the duration and purposes of each Contract.

18.5 Without prejudice to the generality of Clause 18.2, FCC shall, in relation to any Personal Data processed in connection with the performance by FCC of its obligations under each Contract:

18.5.1 process that Personal Data only on the documented written instructions of Customer unless FCC is required by Data Protection Laws to otherwise process that Personal Data. Where FCC is relying on Data Protection Laws as the basis for processing Personal Data, FCC shall promptly notify Customer of this before performing the processing required by the Data Protection Laws unless the Data Protection Laws prohibits FCC from so notifying Customer;

18.5.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored



in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

18.5.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

18.5.4 not transfer any Personal Data outside of the EU / EEA unless the prior written consent of Customer has been obtained and the following conditions are fulfilled:

(a) Customer or FCC has provided appropriate safeguards in relation to the transfer;

(b) the Data Subject has enforceable rights and effective legal remedies;

(c) FCC complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and

(d) FCC complies with reasonable instructions notified to it in advance by Customer with respect to the processing of the Personal Data;

18.5.5 assist Customer, at Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

18.5.6 notify Customer without undue delay on becoming aware of a Personal Data Breach;

18.5.7 at the written direction of Customer, delete or return Personal Data and copies thereof to Customer on termination of a Contract unless required by Domestic Law to store the Personal Data; and

18.5.8 maintain complete and accurate records and information to demonstrate its compliance with this Clause 18.

18.6 The Customer consents to FCC appointing third-party processors of Personal Data under a Contract. FCC confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this Clause 18 and in either case which FCC confirms reflect and will continue to reflect the requirements of the Data Protection Laws. As between the parties, FCC shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this Clause 18.6.

19. Force Majeure

19.1 Neither party shall be in breach of a Contract nor liable for delay in performing, or failure to perform, any of its obligations thereunder if such delay or failure result from events, circumstances or causes beyond its reasonable control, including Acts of God, outbreaks, epidemics, pandemics, actions or decisions of national or local governments made by them without any wrong-doing by FCC, and shortages of materials (**Force Majeure Event**). In such circumstances the affected party shall notify the other party of the nature of the Force Majeure Event, the impact on its performance and the expected duration of the Force Majeure Event, and shall then be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 90 days, the party not affected may terminate a Contract by giving 14 days' written notice to the affected party.

19.2 Additionally, FCC may if it is the non-affected party, terminate the applicable Contract in whole or part, change the delivery schedule for the FCC Solutions, and adjust the Charges to a level commensurate to any additional costs incurred by FCC due to the Force Majeure Event.

19.3 In any event upon termination due to a Force Majeure Event, Customer shall pay FCC all amounts due on FCC Solutions, including any part of the FCC Solutions manufactured or procured by FCC up to the termination date, after deduction of any installments previously paid.

20. Suspension

20.1 FCC may cease to supply or perform the FCC Solutions in full or part under a Contract at any time by giving notice in writing to Customer if:

20.1.1 Customer has committed a material breach of these General Terms or any other conditions of the applicable Contract which is not capable of remedy;

20.1.2 Customer commits a material breach of these General Terms or any other conditions of the applicable Contract which is capable of remedy but which is not remedied within 14 days of receiving written notice of such breach;

20.1.3 Customer has failed to pay any amount due under the applicable Contract on the due date and such amount remains unpaid within 30 days after FCC has given notification that the payment is overdue;

20.1.4 any consent, license or authorisation held by Customer is revoked or modified such that Customer is no longer able to comply with its obligations under the applicable Contract or receive any benefit to which it is entitled; or

20.1.5 Customer: (i) is unable to pay its debts as they fall due or if FCC reasonably believes that to be the case; (ii) becomes the subject of a FCC voluntary arrangement with its creditors or has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income; (iii) or has a resolution passed for its winding up or has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it; or (iv) is subject to any events or circumstances analogous to those in this Clause 20.1.5 in any jurisdiction.

21. Governing law/Dispute resolution

21.1 General Terms and all other terms and conditions of a Contract and the interpretation thereof shall be governed by the laws of Denmark, to the exclusion of its provisions on conflict of laws. The provisions of the UN Convention on Contracts for the International Sale of Goods of January 1, 1988, shall not apply to these General Terms and any Order.

21.2 The parties shall first attempt to settle any dispute, controversy or claim arising out of, or in relation to, a Contract, including the validity, invalidity, breach, or termination thereof (**Dispute**) within sixty days of the Dispute being notified by one of the parties to the other. In the event the parties are unable to resolve the Dispute within such time frame, any Dispute shall be resolved by arbitration in accordance with the International Chamber of Commerce (ICC) Rules of Arbitration, excluding ICC Rules' emergency arbitration provisions, in force on the date on which the Notice of Arbitration is submitted. The parties agree that: (i) The seat of the arbitration shall be Copenhagen, Denmark; (ii) the arbitral proceedings shall be conducted in English.

21.3 Nothing in this Clause 21 shall limit any party's right to seek injunctive relief in any jurisdiction or to take any other lawful steps in order to preserve the status quo or obtain other appropriate relief pending a determination by an arbitral tribunal, in each case in a manner consistent with the ICC Rules.

22. General

22.1 Any notice under a Contract shall be in writing (including email) in the English language and may be delivered to the address of the relevant party set out above, or such other address as the relevant party may notify to the other.

22.2 Customer is and shall remain an independent contractor. Neither Customer nor any of its personnel is authorized, nor shall it purport to be authorized, to create obligations binding on FCC in any manner whatsoever.

22.3 No delay, omission, or failure by either party to exercise any of its rights or remedies hereunder shall be deemed to be a waiver thereof or an acquiescence in the event giving rise to such right or remedy.

22.4 Each Contract sets forth the entire agreement between the parties with respect to an Order and supersedes all prior agreements, arrangements, and understandings, oral or written, between the parties on such subject matter.

22.5 Except where it is specified that FCC may amend documents referenced in a Contract upon notice to Customer, a Contract shall not be amended, modified, or changed except by an agreement in writing.

22.6 Each Contract shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. Customer may not assign its rights or obligations under a Contract without FCC's prior written consent which it may withhold in its absolute discretion. When assignment is approved, the Customer shall make the assignment subject to these General Terms and any other terms of the applicable Contract.

22.7 If there is any inconsistency or conflict between these General Terms and an Order Confirmation or any appendix or annex to a Contract, these General Terms shall prevail unless the parties have expressly agreed otherwise in writing.