

General sales terms and conditions

Preamble

1. These General Conditions shall apply to all quotations, order confirmations, sales and deliveries of goods by Wencon ApS, CVR No. 16648086 (hereinafter the "Seller"), to any business customer (hereinafter the "Buyer"), unless otherwise expressly agreed in writing. Seller shall not be bound by any terms proposed by the Buyer, including any purchasing conditions even if the Seller has not objected to such terms.

Packaging

2. Prices quoted in offers and agreements shall, unless otherwise specified, be deemed to include the Seller's standard packaging.

Quantity and weight

3. Reservations regarding deviations from the agreed weight or quantity shall not be valid unless expressly agreed between the parties.

Product information

4. Data contained in product information and price lists are binding only to the extent, that they are by reference expressly included in the contract.

Delivery

5. Where a trade term has been agreed, it shall be interpreted in accordance with the INCOTERMS in force at the formation of the contract. If no trade term is specifically agreed the delivery shall be considered to be Ex Works.

Time for delivery - delay

6. If delay in delivery is caused by a circumstance which under Clause 18 shall be considered a case of relief or by an act or omission on the part of the Buyer, the time for delivery shall be extended by a period which is reasonable having regard to the circumstances in case. The time for delivery shall be extended even if the reason for delay occurs after the originally agreed time for delivery.

7. If the seller fails to deliver the goods on time, the Buyer may by written notice to the

Seller fix a final reasonable time for delivery and inform the Seller of his intention to terminate the contract unless delivery takes place within such final time. If delivery has not taken place within such final time, the Buyer shall be entitled to terminate the contract by written notice to the Seller. If the delay is such as to significantly deprive the Buyer of the benefit of the contract, or if it is clear from the circumstances that such a delay will occur the Buyer may forthwith terminate the contract by written notice to the seller.

8. If the buyer terminates the contract in accordance with Clause 7, he shall not be entitled to compensation from the Seller for the increased cost that he incurs in procuring corresponding goods from another source. Any other claim from the Buyer in respect of the Seller's failure to deliver in time is hereby expressly excluded. If the Buyer does not terminate the contract, he shall not, unless otherwise specifically agreed, be entitled to any compensation for the Seller's failure to deliver in time.

Payment

9. Unless otherwise agreed, payments shall be made 30 days after delivery and sending of the invoice. If the Buyer fails to take delivery on the agreed date, payment shall nevertheless be made as if delivery had taken place according to the contract.

10. If the Buyer fails to pay by the agreed date, the Seller shall be entitled to interest from the day on which payment became due at the rate of 1,5 % per month.

11. If the Buyer has not paid the amount due within three months the Seller shall be entitled to terminate the contract by written notice to the Buyer.

Retention of Title

12. The goods shall remain the property of the Seller until paid for in full to the extent that such retention of title is valid under the applicable law.

Liability for defects

13. During a period of thirty-six (36) months after delivery, the Seller undertakes to deliver new goods in replacement of any goods which are proven to be defective as a result of faulty design, materials, ageing or workmanship.

The new goods shall be delivered in accordance with the delivery terms that were originally agreed for the faulty product being replaced, including, but not limited to, delivery to the same point of delivery as the original delivery.

Only products with intact and clearly identifiable batch numbers are eligible for replacement under Clauses 13–16.

14. The Buyer shall notify the Seller in writing of any defect without undue delay after the defect has been identified.

Any claim under Clauses 13–16 shall include sufficient documentation to support the claim, including, where relevant:

- Invoice reference
- Outer packaging batch number
- Production batch number on the inner container
- Photographic evidence of the product and the reported issue
- Information regarding storage, handling and, where relevant, application

15. If the Seller, after having received a valid claim under Clause 14, fails to deliver replacement goods within a reasonable time, the Buyer may by written notice terminate the contract in respect of the defective goods.

In such case, the Seller shall have no further liability beyond replacement of the defective goods, and the Buyer shall not be entitled to any further compensation, including but not limited to costs of procuring substitute goods from other sources.

16. The Seller shall have no liability beyond the obligations set out in Clauses 13–15. This limitation applies to any claims arising out of or in connection with the goods.

The Seller shall not be liable for any indirect or consequential losses, including but not

limited to loss of production, loss of profit or any other economic loss.

This limitation shall not apply in cases of gross negligence or wilful misconduct.

17. Separately from the defect liability provisions set out in Clauses 13–16, the Seller offers thirty-six (36) months shelf life commitment from the invoice date, provided the products have been stored and handled in accordance with Wencon's guidelines.

This commitment applies to unopened products and to products supplied in resealable containers that have been opened, provided they have been properly resealed and remain uncontaminated.

The shelf life commitment is limited to replacement of products that no longer retain their specified technical properties during storage within the stated shelf life period.

The shelf life commitment is intended to operate independently of the defect liability provisions in Clauses 13–16. While both commitments have the same duration, they cover different circumstances and shall be assessed independently in accordance with their respective conditions.

The shelf life commitment does not apply where products have been improperly stored, improperly handled, contaminated or otherwise used contrary to the Sellers instructions.

Each product is marked with a batch number on the outer packaging and a production batch number on the inner container for traceability purposes.

For claims under this Clause 17, the Buyer shall provide:

- Invoice reference
- Outer packaging batch number
- Production batch number on the inner container
- Photographic evidence of the product
- Information regarding storage and handling

Only products with intact and clearly identifiable batch numbers are eligible for replacement under this shelf life commitment.

Liability for damage to property, caused by the goods

18. The Buyer shall indemnify and hold the Seller harmless to the extent that the Seller incurs liability towards any third party in respect of any damage for which the Seller according to the second and third paragraphs of this Clause is not liable towards the Buyer:

The Seller shall not be liable for loss or damage caused by the goods

- a) to any (movable or immovable) property where the damage occurs while the goods are in the Buyer's possession, or
- b) to products manufactured by the Buyer or to products of which the Buyer's products form a part or for loss or damage to any property, where the damage is caused by these products because of the goods.

The Seller shall under no circumstances be liable for loss of production, loss of profit or any other consequential economic loss.

The above limitations in the Seller's liability shall not apply where the Seller has been guilty of gross negligence.

If a claim for loss or damage as described in this Clause is raised by a third party against either party to the contract, the latter shall forthwith notify the other party thereof.

The Seller and the Buyer shall be mutually obliged to let themselves be summoned to the court or arbitral tribunal which examines claims against either of them, where the claim is based on damage alleged to have been caused by the goods. The liability as between the Seller and the Buyer shall however always be settled by arbitration in accordance with Clause 20.

Grounds for relief (force majeure)

19. The following circumstances shall be considered as grounds for relief if they impede the performance of the contract or makes performance unreasonably onerous: industrial disputes and any other circumstance beyond the control of the parties such as fire, war, mobilization or military call up of a comparable scope, requisition, seizure, currency restrictions,

insurrection and civil commotion, shortage of transport, general shortage of materials, restrictions in the use of power and defects or delays in deliveries by sub-contractors caused by any such circumstance as referred to in this Clause. The above described circumstances shall constitute grounds for relief only if their effect on the performance of the contract could not be foreseen at the time of formation of the contract.

20. The party intending to claim relief shall notify the other party in writing without delay on the occurrence and on the cessation of such circumstance. If a ground for relief does not cease within three months either party may terminate the contract by written notice to the other party.

Disputes, applicable law

21. Disputes arising out of or in connection with the contract shall not be brought before the court, but shall be finally settled by arbitration in accordance with the law on arbitration applicable in the Seller's country.

22. All disputes arising out of the contract shall be judged according to the law of the Seller's country.

Bogense, Denmark August 14, 2026.