

## General Terms and Conditions of Sale and Delivery

The following terms shall apply to all sales and deliveries made by SulfiLogger A/S, Tueager 1, DK-8200 Aarhus N, Denmark (hereinafter "SulfiLogger") to you (hereinafter "Customer") unless otherwise expressly agreed in writing.

### 1 Equipment, Price and Payment

- 1.1 The Customer purchases from SulfiLogger the equipment specified in SulfiLogger's order confirmation ("the Equipment") at the price stated in the order confirmation (the "Purchase Price"). Where no price is quoted, the Purchase Price shall be the price listed in SulfiLogger's most recent price list and in force at the date of acceptance of the order. The Purchase Price is exclusive of customs duty, service, sales and use and other taxes, unless such duty and taxes are expressly specified in the order confirmation. Customs duty and service, sales and use taxes, pallets and containers, if applicable, are payable by the Customer. Unless otherwise stated in the order confirmation, terms of payment are 30 days from date of invoice. In case of late payment interest shall accrue at a rate of 1.5% per month commenced.
- 1.2 Unless otherwise stated in a quotation, all prices and other terms and conditions quoted are valid for 60 days only, after which time they may be altered by SulfiLogger without giving notice to the Customer.
- 1.3 Title in the Equipment shall remain vested in SulfiLogger until the Customer makes payment in full of the Purchase Price, whereupon title shall pass to the Customer. If payment is not made in full, SulfiLogger is entitled to exercise its rights and remedies under Danish law, including, but not limited to, repossession of the Equipment. The Customer must insure the Equipment to its full replacement value from the time of receipt to the time title has passed to the Customer, and to the extent possible keep the Equipment separate from other goods.
- 1.4 The Equipment is described in detail in the manuals which are published on the SulfiLogger website. Such manuals and information herein are an integrated part of the agreement between SulfiLogger and Customer about the sale and delivery of the Equipment (the "Agreement").
- 1.5 The Customer acknowledges that there may be countries in which the Equipment may not yet be regulatorily approved for use. For this reason, the Customer expressly undertakes not to install or put the Equipment into use in countries other than the country for which it was originally sold by SulfiLogger.

### 2 Delivery

- 2.1 Unless otherwise stated in the order confirmation, the delivery term shall be CIP (INCOTERMS 2020) to the Customer's address, provided however that freight costs will be added and paid by the Customer.
- 2.2 If freight costs are not included in the order confirmation the delivery term shall be ex works (INCOTERMS 2020) SulfiLogger's warehouse, Aarhus, Denmark.
- 2.3 Dispatch from SulfiLogger will take place on or before a date to be agreed in writing by SulfiLogger and the Customer (the "Shipment Date").



### 3 Delay

- 3.1 If SulfiLogger anticipates that it will not accomplish the dispatch of the Equipment by the Shipment Date, SulfiLogger must notify the Customer of the delay and, if possible, the estimated time of dispatch.
- 3.2 For delays in the Shipment Date of 90 days or less, the Customer agrees that it may not cancel or terminate the Agreement and that SulfiLogger is not liable for any costs or damages associated with the delay. For delays in the Shipment Date of more than 90 days not due to events of force majeure as stated in Section 8, the Customer may in writing demand dispatch within a final reasonable period which shall not be less than 20 days (the "Final Period"). If SulfiLogger does not dispatch the Equipment within the Final Period, the Customer may cancel the purchase of the Equipment by written notice to SulfiLogger. In that case the Customer's sole remedy is limited to a refund of any amounts paid to SulfiLogger for the Equipment.

### 4 Warranty

- 4.1 SulfiLogger extends the following limited warranty for the Equipment (the "Limited Warranty").
- 4.2 SulfiLogger warrants to the Customer that the Equipment will be free from defects in materials and workmanship, and that Equipment will perform according to specifications for a period of one (1) year from the date of dispatch (the "Warranty Period"), subject to the exclusions set forth herein.
- 4.3 The Customer shall notify SulfiLogger of any defect that occurs during the Warranty Period no later than five (5) business days after discovery of the defect. The Limited Warranty does not apply to defects that are discovered after the Warranty Period or that are not reported to SulfiLogger within five (5) business days of discovery.
- 4.4 This Limited Warranty applies only to defects which appear under usual conditions of operation and under proper use of the Equipment in accordance with SulfiLogger's manuals. This Limited Warranty does not apply to damage that is caused: (a) by accident, abuse, misuse, or misapplication of the Equipment; (b) by use and operation that does not comply with instructions provided in SulfiLogger's manuals; (c) by use in conjunction with equipment, parts, or systems not manufactured by, or not approved in writing by SulfiLogger; (d) where SulfiLogger's warranty/quality stickers, product serial numbers, identification plates, or serial numbers have been removed, altered, or rendered illegible, or (e) by materials provided by, or a design stipulated or specified by the Customer. This Limited Warranty will terminate immediately if maintenance, repair or attempt to repair, replace or modify the Equipment, including without limitation, the software installed in the Equipment, is carried out by other than SulfiLogger's authorized personnel.
- 4.5 If a defect arises and the Customer submits a valid claim to SulfiLogger in accordance with Section 4.3, SulfiLogger, at its option, will either (i) repair the Equipment at SulfiLogger at no charge to the Customer, (ii) replace the Equipment with equipment that is new, or (iii) refund the Customer the Purchase Price less a reasonable amount for usage. The remedies referenced herein are the exclusive remedies available to the Customer.
- 4.6 For repair or replacement of defective Equipment the Customer must contact SulfiLogger for a return authorization and thereafter return the Equipment to SulfiLogger for inspection in the original packaging. Further instructions are to be found on the SulfiLogger website.
- 4.7 The remedy of a defect by the repair or replacement of defective parts does not extend the warranty period for the Equipment.



## 5 General limitations of liability

- 5.1 The following limitations of SulfiLogger's liability shall apply to all Equipment including sensors and other consumables sold by SulfiLogger.
- 5.2 **EXCEPT FOR THE EXPRESS LIMITED WARRANTY PROVIDED ABOVE, SULFILOGGER MAKES NO, AND EXPRESSLY DISCLAIMS ALL, WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, OF WHATEVER KIND OR NATURE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. IF SULFILOGGER CANNOT LAWFULLY DISCLAIM OR EXCLUDE IMPLIED WARRANTIES UNDER APPLICABLE LAW, THEN TO THE MAXIMUM EXTENT POSSIBLE, THE DURATION OF SUCH IMPLIED WARRANTIES SHALL EXPIRE ON EXPIRATION OF THE WARRANTY PERIOD.**
- 5.3 **TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SULFILOGGER BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR LOSS OF PROFIT, DATA OR BUSINESS, INCREASED COSTS OR FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF PRODUCTION, LOSS OF GOODWILL, LOSS OF CONTRACTS, OR BUSINESS INTERRUPTION ARISING OUT OF THE PURCHASE OF THE EQUIPMENT OR ITS USE, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.**
- 5.4 **TO THE EXTENT PERMITTED BY LAW, SULFILOGGER'S TOTAL LIABILITY TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF THE PURCHASE OF THE EQUIPMENT OR ITS USE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE SHALL IN NO EVENT EXCEED AN AMOUNT CORRESPONDING TO THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE EQUIPMENT THAT CAUSED THE LIABILITY.**
- 5.5 **The Equipment is not intended to be the sole control mechanism in any setup and the intended use of the Equipment is recommended to be in combination with other supplementary control mechanisms and systems. SULFILOGGER IS NOT LIABLE FOR ANY LOSSES OR CLAIMS RESULTING FROM THE CUSTOMER NOT USING ADEQUATE SUPPLEMENTARY CONTROL MECHANISMS AND SYSTEMS SIMULTANEOUSLY WITH THE EQUIPMENT.**

## 6 Indemnification

- 6.1 The Customer shall indemnify, reimburse, hold harmless, and defend SulfiLogger against all costs, expenses (including attorneys' fees and costs), damages and losses in connection with any and all claims brought by a third party arising from or relating to the customer's use of the equipment contrary to the manuals or these terms and conditions.

## 7 Data

- 7.1 For Equipment that is capable of transmitting data to a cloud service via the PowerCom Box or a similar product supplied by SulfiLogger, data transmission shall be active for the period of time the Customer has subscribed to for the relevant piece of Equipment (the "Subscription Period").
- 7.2 During the Subscription Period, technical sensor data transmitted by the Equipment (the "Sensor Data") is available online to the Customer via login to the cloud service provided by SulfiLogger.
- 7.3 Back-up of the Sensor Data in the cloud service is performed at regular intervals. SULFILOGGER ASSUMES NO LIABILITY FOR LOSS OF SENSOR DATA, DELAY OR FAILURE IN ACCESSING THE CLOUD SERVICE, DOWNTIME OR ANY OTHER IRREGULARITIES IN THE CUSTOMER'S ACCESS TO THE SENSOR DATA. SulfiLogger will use commercially reasonable efforts to provide the cloud services free of any malicious code



such as viruses, worms, Trojan viruses, and ransomware, but SulfiLogger PROVIDES NO WARRANTIES IN THIS RESPECT AND ASSUMES NO LIABILITY FOR ANY LOSSES OR DAMAGES SUFFERED BY THE CUSTOMER AS A RESULT OF SUCH MALICIOUS CODE.

- 7.4 The Customer agrees that during the Subscription Period and after its expiry, SulfiLogger has an unrestricted and unlimited right to keep on file a copy of the Sensor Data and to use it for general analysis, research and development purposes. However, SulfiLogger shall not without the Customer's prior written consent be entitled to publish or otherwise disclose to a third-party information that directly connects such Sensor Data with the Customer or users of the Equipment.
- 7.5 The Customer is solely responsible for informing its employees in accordance with the General Data Protection Regulation of the European Union that SulfiLogger processes their personal access data such as names, email addresses and passwords for login purposes, and the rights of the employees in that connection. Unless sooner requested by the Customer or an employee, SulfiLogger will delete all such personal data upon expiry of all related Subscription Periods.

## 8 Force Majeure

- 8.1 Neither party shall be responsible for delays or other failures in performance resulting from events or circumstances beyond that party's reasonable control. Such events shall include without limitation fire, electric surges, lightning, flooding, accidents, embargo, labor disputes, strikes or lockouts, war, terrorism, riots, epidemics, or other Acts of God.
- 8.2 The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period such events or circumstances last whereupon the parties' respective obligations shall automatically resume.

## 9 Disputes and Governing Law

- 9.1 The Agreement, its interpretation, the performance of SulfiLogger and the Customer, and any dispute arising from or in relation to the Agreement shall be governed by and construed in accordance with the laws of Denmark exclusive of its choice of law provisions. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to the Agreement. The exclusive venue for any dispute between the parties shall be the Danish courts, provided, however, that SulfiLogger shall be entitled to initiate legal proceedings against the Customer before any court with jurisdiction located in a country where the Customer has a place of business or is incorporated or organized.

SEPTEMBER 2021

