

General Terms and Conditions of Sale and Delivery

The following terms shall apply to all quotations, sales and deliveries made by SulfiLogger A/S (hereinafter "SulfiLogger") to you (hereinafter the "Customer") unless otherwise expressly agreed in writing.

1 Goods, Price and Payment

- 1.1 A binding sales contract between SulfiLogger and the Customer is created at the earlier of (1) the Customer's receipt of SulfiLogger's order confirmation, or (2) the Customer's payment of the order placed by the Customer. The Customer must notify SulfiLogger in writing about any discrepancies in SulfiLogger's order confirmation within five (5) business days from receipt thereof. In the absence of such notification, or if the Customer has paid for the order, the sales contract between SulfiLogger and the Customer is binding and cannot be terminated or canceled except in accordance with these General Terms and Conditions.
- 1.2 The Customer purchases from SulfiLogger the goods specified in SulfiLogger's order confirmation ("the Goods") 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 the order confirmation. 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, provided however that for orders paid via credit card, SulfiLogger captures the Purchase Price immediately when processing the order. In case of late payment interest shall accrue at a rate of 1.5% per month commenced.
- 1.3 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.
- 1.4 Title in the Goods 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 Goods. The Customer must insure the Goods to their full replacement value from the time of receipt to the time title has passed to the Customer, and to the extent possible keep the Goods separate from other goods.
- 1.5 The Goods are 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 Goods (the "Agreement").
- 1.6 The Customer acknowledges that there may be countries in which the Goods may not yet be regulatorily approved for use. For this reason, the Customer expressly undertakes not to install or put the Goods 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 Goods 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 Goods within the Final Period, the Customer may cancel the purchase of the Goods 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 Goods.

4 Warranty

- 4.1 SulfiLogger extends the following limited warranty for the Goods (the "Limited Warranty").
- 4.2 SulfiLogger warrants to the Customer that the Goods will be free from defects in materials and workmanship, and that the Goods will perform according to specifications for a period of one (1) year from the date of first 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 Goods 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 Goods; (b) by use and operation that does not comply with instructions provided by SulfiLogger; (c) by use in conjunction with goods, parts, or systems not manufactured by, or not approved in writing by SulfiLogger; or (d) by materials provided by, or a design stipulated or specified by the Customer. This Limited Warranty will terminate immediately if (a) SulfiLogger's warranty/quality stickers, product serial numbers, identification plates, or serial numbers have been removed, altered, or rendered illegible, or (b) maintenance, repair or attempt to repair, replace or modify the Goods, including without limitation, the software installed in the Goods, 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 Goods at SulfiLogger at no charge to the Customer, (ii) replace the Goods with Goods that are new or refurbished, 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 Goods the Customer must contact SulfiLogger for a return authorization and thereafter return the Goods to SulfiLogger for inspection in the original packaging. If defective Goods are replaced by SulfiLogger, cf. section 4.5 (ii), the Customer must return the defective Goods to SulfiLogger within thirty (30) days after the Customer's receipt of replacement Goods. Otherwise the Customer must pay SulfiLogger the ordinary sales price of the replacement Goods in accordance with SulfiLogger's price list at the time of the replacement.



- 4.7 The remedy of a defect by the repair or replacement of Goods or defective parts does not extend the warranty period for the Goods.
- 4.8 If the Customer subscribes to the SulfiLogger Care™ program, the terms and conditions of Appendix A hereto shall apply together with these General Terms and Conditions of Sale and Delivery.

5 General limitations of liability

- 5.1 The following limitations of SulfiLogger's liability shall apply to all Goods 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 GOODS OR THEIR 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 GOODS OR THEIR 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 GOODS THAT CAUSED THE LIABILITY.**
- 5.5 **SULFILOGGER IS NOT LIABLE FOR ANY LOSSES OR CLAIMS RESULTING FROM THE CUSTOMER NOT USING ADEQUATE SUPPLEMENTARY CONTROL MECHANISMS AND SYSTEMS SIMULTANEOUSLY WITH THE GOODS.**
- 5.6 **The Customer is aware and acknowledges that part or all of the Goods are associated with special hazards with respect to their storage, transportation or use which may cause damage or injury to persons or property. The Customer is solely responsible for warning, training and protecting its employees and others who may be exposed to such hazards after the Customer's receipt of the Goods. Under no circumstances shall the Customer remove or modify the safety instructions, labels or markings supplied with the Goods.**

6 Indemnification

- 6.1 The Customer shall indemnify, reimburse, hold harmless, and defend SulfiLogger from and 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 storage, transportation, or use of the Goods contrary to the manuals, SulfiLogger's instructions or these General Terms and Conditions of Sale and Delivery.



7 Data

- 7.1 For Goods that are 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 Goods (the "Data Subscription Period").
- 7.2 During the Data Subscription Period, technical sensor data transmitted by the Goods (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 Data 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 Goods.
- 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 Data 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.

APRIL 2023



The SulfiLogger Care™ program ("SulfiLogger Care") terms and conditions

These terms and conditions apply only if the Customer subscribes to SulfiLogger Care. Defined terms in this Appendix A shall have the same meaning as set out in the General Terms and Conditions of Sale and Delivery unless otherwise expressly stated in this Appendix.

1. SulfiLogger Care applies only to sensors ("Sensors"). The Customer must subscribe to SulfiLogger Care either in connection with the purchase of a Sensor or before the Warranty Period for the Sensor expires. After expiry of the Warranty Period for a Sensor it is no longer possible to subscribe to SulfiLogger Care for that Sensor. SulfiLogger Care will apply only to the specific Sensor and its potential replacements which will be tracked on the basis of their serial numbers. SulfiLogger Care will terminate immediately if SulfiLogger's warranty/quality stickers, product serial numbers, identification plates, or serial numbers have been removed, altered, or rendered illegible.
2. Under SulfiLogger Care SulfiLogger will replace defective Sensors as follows: SulfiLogger will (i) bear the cost of a replacement Sensor which is either new or refurbished (subject to sections 3 and 4 below); and (ii) arrange for and pay all freight costs for the shipment of the defective Sensor to SulfiLogger and the shipment of the replacement Sensor to the Customer. The risk in the defective Sensor and the replacement Sensor during transportation to or from SulfiLogger lies with SulfiLogger until receipt of the replacement Sensor by the Customer. Any customs duties, import taxes or fees resulting from the delivery of the replacement Sensor to the Customer shall be borne by the Customer. All shipments will be from and to the same address as the defective Sensor was shipped to. Shipment of the replacement Sensor to the Customer will take place as soon as possible and at the latest within four (4) weeks after SulfiLogger's receipt of a request for replacement together with all such information which may be requested by SulfiLogger to determine its obligation to replace the defective Sensor.
3. SulfiLogger Care does not include replacement of defective Sensors where the defect is caused by: (a) a force majeure event, abuse, misuse, or misapplication of the Sensor; (b) use and operation that does not comply with instructions provided by SulfiLogger; (c) use in conjunction with goods, parts, or systems not manufactured by, or not approved in writing by SulfiLogger; or (d) materials provided by, or a design stipulated or specified by the Customer. SulfiLogger Care does not include replacement of defective Sensors for which maintenance, repair or attempt to repair, or modification or attempt to modify the Sensor or its firmware is carried out by other than SulfiLogger's authorized personnel.
4. The Customer must contact SulfiLogger for a return authorization for a defective Sensor and thereafter make the defective Sensor available for collection in accordance with SulfiLogger's instructions. The defective Sensor must be returned in original Sensor packaging. If the Customer fails to do so, any extra costs incurred by SulfiLogger as a result hereof, shall be paid by the Customer. If a defective Sensor is not returned to SulfiLogger within thirty (30) days after the Customer's receipt of the replacement Sensor, or if SulfiLogger is not able to establish that the returned Sensor is defective, the Customer must pay SulfiLogger the ordinary sales price of the replacement Sensor in accordance with SulfiLogger's price list.
5. SulfiLogger Care applies to the Sensor first purchased by the Customer and any replacements thereof for the time period subscribed to and paid for by the Customer (the "Subscription Period"). SulfiLogger Care will never apply for more than five (5) years after start of the Warranty Period for the first Sensor. The Limited Warranty extended for Goods in section 4 of the General Terms and Conditions of Sale and Delivery does not apply to replacement Sensors supplied under SulfiLogger Care and SulfiLogger has no



obligations with regard to the replacement Sensors after expiry of the Subscription Period. Except as expressly deviated from in this section 5, SulfiLogger's General Terms and Conditions of Sale and Delivery shall apply to all replacement Sensors supplied under SulfiLogger Care.

6. Unless otherwise agreed in the subscription order, SulfiLogger will invoice the Customer for the SulfiLogger Care subscription fee (the "Subscription Fee") once per year, provided however, that the first invoice for the Subscription Fee will be for the period from the start of the Subscription Period to the first day of the next calendar quarter plus one year. All payments are invoiced in advance of the relevant time period. SulfiLogger shall have no obligation to supply any SulfiLogger Care services until payment is received from the Customer. If the Subscription Fee is not paid by the Customer by the due date, SulfiLogger Care shall immediately and automatically terminate for the relevant Sensor without any further notice to the Customer. Thereafter, it is not possible to resume the subscription to SulfiLogger Care for the Sensor in question.
7. SulfiLogger reserves the right to automatically adjust the Subscription Fee on December 31 each year in accordance with the annual increase (but not decrease) from October to October in the Danish net price index (nettoprisindeks) calculated by Statistics Denmark or an equivalent net price index generated by a public central authority in Denmark. SulfiLogger is furthermore entitled to increase the Subscription Fee for reasons of its own on the giving of one month's written notice to the Customer, provided however, that if the Customer does not accept such increase, then the Customer shall be entitled to terminate its subscription for SulfiLogger Care after expiry of the current Subscription Period.
8. During a Subscription Period the Customer may terminate SulfiLogger Care only in case of SulfiLogger's material breach of its obligations under the SulfiLogger Care program, and only if such breach is not remedied within thirty (30) days after SulfiLogger's receipt of a written notice from the Customer requesting such remedy. In case of such termination, SulfiLogger's sole obligation towards the Customer, and the Customer's sole remedy, shall be repayment of an amount corresponding to the Subscription Fee for the calendar year during which the termination took effect.
9. During a Subscription Period SulfiLogger may terminate the SulfiLogger Care subscription only in the following situations: (i) if SulfiLogger has repeatedly replaced defective Sensors and suspects that the defects are due to one or more of the reasons mentioned in section 3; (ii) in case of a force majeure event, cf. section 10, which prevents SulfiLogger from performing the SulfiLogger Care service for a period of minimum ninety (90) consecutive days. In case of such termination, SulfiLogger's sole obligation towards the Customer is to repay a proportionate amount of the Subscription Fee for the year during which the termination took effect.
10. SulfiLogger shall not be in breach of these SulfiLogger Care terms and conditions nor liable for any delay or failure to perform attributable in whole or in part to any cause beyond its reasonable control, including but not limited to acts of God, fire, flood, tornado, earthquake, lightning, pandemics, any action taken by a government or regulatory authority, export sanctions, acts of war, terrorism, civil disturbance, labor shortages or disputes, failure or delay in delivery by SulfiLogger's suppliers or subcontractors, or transportation difficulties.
11. **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 SULFILOGGER'S SERVICES OR FAILURE TO SUPPLY SERVICES UNDER THE SULFILOGGER CARE PROGRAM, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.**



12. TO THE EXTENT PERMITTED BY LAW, SULFILOGGER'S TOTAL LIABILITY TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THESE SULFILOGGER CARE TERMS AND CONDITIONS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE SHALL IN NO EVENT EXCEED AN AMOUNT CORRESPONDING TO ONE YEAR'S SUBSCRIPTION FEE.

SulfiLogger A/S
MAY 2023

