

## **TERMS AND CONDITIONS OF SALE AND DELIVERY FOR DELIVERIES THAT INCLUDE INSTALLATION, APPLICABLE TO GIVE STEEL A/S**

### **1 General**

#### 1.1

These terms and conditions apply to all offers and orders regarding deliveries that include installation unless deviations from these terms and conditions are explicitly stated in the offer or order confirmation.

#### 1.2

Furthermore, "Abridged General Conditions for Building and Construction Works and Supplies" (AB Abridged) apply to offers and order confirmations for deliveries which include installation unless such conditions are in conflict with these terms and conditions of sale and delivery, the order confirmation or offer from Give Steel A/S.

#### 1.3

These terms and conditions of sale and delivery have priority over the customer's possible purchase conditions unless otherwise stated in writing and explicitly in the offer or order confirmation.

### **2 The scope of the offer**

#### 2.1

Offers must be considered as a total offer. Written acceptance is required from Give Steel A/S if only parts of the offer are accepted. In the event that the order changes character so that installation is not included in the agreed order, the sales and delivery conditions will also be changed to Give Steel A/S's terms and conditions of sale and delivery for deliveries that do not include installation. Give Steel A/S's terms and conditions of sale and delivery for deliveries that do not include installation are available from the website of Give Steel A/S: [www.givesteel.com](http://www.givesteel.com).

#### 2.2

Steel and loose parts are only included when stated in the offer and (if applicable) specification. In the event of a discrepancy between the tender material and the specifications of the offer, the description in the offer shall apply.

#### 2.3

If the basis for the offer includes technical work descriptions, only the specific section regarding the steel delivery shall form the basis for the offer.

#### 2.4

The offer is valid for 14 calendar days from the date of the offer, subject to the conditions stated in the offer. Give Steel A/S also reserves the right to be compensated in the event of external extraordinary price increases, c.f. clause 35 of AB 18.

#### 2.5

If the customer wishes to conclude a contract on the customer's contractual basis rather than Give Steel A/S's order confirmation, this must be stated as a condition of acceptance. Otherwise, the order confirmation from Give Steel A/S, including these terms and conditions of sale and delivery, shall constitute the basis for the agreement.

#### 2.6

The order confirmation and any associated contract is subject to the customer's credit approval by the Finance Department of Give Steel A/S. If the customer cannot be credit approved for the value of the order, Give Steel A/S shall be entitled to terminate the agreement up to and including the start of production.

### **3 Basis for delivery**

#### 3.1

In order to be able to deliver at the agreed price and time, it is assumed that Give Steel A/S will receive all cargo shipments, the main geometry incl. locations of windows, doors and gates, special deformation requirements and an overall project schedule from the customer no later than 10 weeks before the planned delivery date, which corresponds to the date on which the design is locked down. Of particular application to GSY projects, drawings of concrete elements must be received 10 weeks before Give Steel A/S's planned delivery date. New instructions or changes after the deadline has expired for locking down the design will be charged as extra work, and Give Steel A/S shall have the right to an extension of delivery time corresponding to the delay that the customer has caused.

#### 3.2

It is clarified that, unless otherwise expressly stated in the offer, Give Steel A/S shall accept no design liability for the delivery, including for both joints and profiles. Any errors or deficiencies in the customer's specification of the delivery as well as the consequences of such errors or deficiencies shall be of no concern to Give Steel A/S.

#### 3.3

The offer is calculated on the basis of Give Steel A/S's production methods and standard systems, whereby Give Steel A/S reserves the right that the design of the structures may deviate from the project material. Give Steel A/S reserves the right to make welded joints on the beams/steel structures.

3.4

All steel is delivered shot-blasted unless otherwise expressly stated in the offer. Specific indication of paint and colours, paint thickness, fire paint and galvanisation must be according to a specific offer.

3.5

Give Steel A/S performs the necessary static calculations that are required for the delivery's dimensioning, design and production. Give Steel A/S may, by specific agreement, make the necessary static steel calculations available to the authorities for approval. The cost of third-party controls and any increased time consumption in connection with third-party controls of the static calculations and drawings are not included in the offer.

## 4 Delivery

4.1

The delivery time stated in the offer is based on the assumption that the date on which the design is locked down as stated in clause 3.1 will be adhered to.

4.2

The delivery shipment will be delivered by lorry at the construction site as a full load. The delivery will be loaded taking into account transportation conditions. A level and load-bearing roadway to the unloading site is assumed, so that a 45 ton – 20 m long semi-trailer can drive in and around the building without impact to these conditions. If the building has no roadworthy surfaces, there must be a roadworthy surface right up to the foundation wall.

The unloading site must have a level load-bearing space, where the delivery can be set down and assembled. There must be no overhead power cables within hoisting height at the unloading site.

It is the customer's responsibility to ensure that construction site road access and delivery site conditions are met.

4.3

Repair paint is included to the required extent. Cleaning off transport grime and repair work as a result of damage during transportation and installation are not included in the offer.

4.4

A delivery that cannot be delivered on the agreed delivery date as a result of conditions that are the customer's responsibility will, by agreement with the customer, be stored at Give Steel A/S's outdoor storage space if permitted by space limitations.

The cost of storing the delivery will be invoiced to the customer and charged at Give Steel A/S's current rate for stock storage. Risk and liability for errors and deficiencies (including scratches, scuffs and dust – this list is not exhaustive) arising from storage at Give Steel A/S's outdoor storage space, passes to the customer on the agreed delivery date.

## 5 Installation

5.1

It is the customer's responsibility and a prerequisite for Give Steel A/S to commence installation that the project's surveyor has marked out all measurements of module lines, heights of all floors and datums applicable to the delivery. It shall also be the customer's responsibility to ensure that all measuring points for sunk anchors are marked out correctly and that these have been communicated to Give Steel A/S no later than five (5) working days before installation commences for painted structures and 10 working days for galvanised structures. All marker and column points must be visible and accessible during the entire installation process unless otherwise agreed.

5.2

Electricity and guide lighting must be provided free of charge. There must be at least a 16 amp three phase power socket within no more than 50 metres to the most remote location where Give Steel A/S will be working on the construction site. It is also assumed that waste from the installation work can be deposited in the customer's waste container and thereby disposed of at no cost to Give Steel A/S.

Welfare facilities must be made available free of charge to Give Steel A/S's fitters during working hours in accordance with applicable rules and regulations (Executive Order on building and construction work 1516).

5.3

The customer is responsible for making the necessary number of carpenters available for laying purlin timber, etc. where this is part of the delivery. The carpenters shall work in collaboration with Give Steel A/S's installation team under the leadership of Give Steel A/S's installation foreman during the entire installation process. Carpenters must bring their own lifts appropriate for their work.

Particularly applicable to the following buildings:

- Buildings with a span of more than 22 m.
- Buildings with a span of between 18 and 22 m and a leg height of more than 4 m.
- Buildings with a ridge height of 7 m above ground level or whose portal frames or other conditions are so unusual that it is impossible for a vehicle to erect the frames.

For the above building types, the customer is responsible for making self-propelled boom lifts available as required for the joining of portal frames at the apex as well as for fitting purlin timber along the ridge as these building types require two (2) vehicles for the erection work.

Purlin timber shall be available along with the necessary fittings before installation can commence. Buildings with up to 9 m roof section: 3 rows; for buildings with more than 9 m roof section: 5 rows.

All temporary bracing by means of purlins or the like and the expenses in relation thereto for auxiliaries, etc. shall be made and paid by the customer. Bracing shall be fitted at the same pace as frame installation and without delaying Give Steel A/S's fitters.

The customer shall cover the expenses incurred in connection with the installation of any accompanying brackets used to secure the frames against tilting.

#### 5.4

The construction site and all auxiliary equipment made available to Give Steel A/S must comply with the Danish Working Environment Authority's current requirements and regulations. If the installation conditions do not comply with current requirements and regulations and this imposes extra time consumption on Give Steel A/S, this will be invoiced on at the current hourly rate, c.f. clause 5.8.

The installation is assumed to be able to be executed from 06.00 to 19.00 unless otherwise agreed. The installation must be able to be performed as a continuous installation process.

#### 5.5

The customer shall bear the cost of and perform all winter measures in connection with the installation.

#### 5.6

The customer has full responsibility for the anchors being cast into the lower edge of the bolt plate. All bolt plates shall be at the same datum level unless otherwise agreed. Bolt plates must be cleaned of concrete residues and the like. No parts of the base must be cast or walled higher than bolt plates before the installation of portal frames.

#### 5.7

After installation, the customer is responsible for re-tensioning wind braces.

#### 5.8

If Give Steel A/S deems that construction site conditions are not in accordance with those described above in clauses 4.2-5.7, extra time consumption will be invoiced to the customer at the applicable hourly rate. Any damage to Give Steel A/S's tools and materials that can be attributed to conditions at the construction site will be invoiced to the customer.

#### 5.9

Delivery shall be considered as complete when Give Steel A/S has completed the installation whereupon the risk for the delivery shall pass to the customer, regardless of the delivery date for the entire construction project as a whole. Give Steel A/S reserves the right to perform the delivery in batches.

#### 5.10

Independent control of the assembly on the construction site, cf. DS1140:2019, is not included in the offer.

## 6 Delay

#### 6.1

In the event of delayed delivery that is due to non-approval or non-receipt of payment from the customer or conditions mentioned in clause 31 (1) of AB Abridged, Give Steel A/S may extend the deadlines until Give Steel A/S again has available capacity. The right to an extension of a delivery date shall apply irrespective of whether the reason for the delay occurs before or after the expiry of the agreed time of delivery.

#### 6.2

The customer shall pay a daily penalty or compensate Give Steel A/S for losses incurred as a result of the delay, c.f. clause 6.1, including losses due to unused capacity for design, production, transport and installation during the originally planned period(s) as set out in clause 6.3. Give Steel A/S also gains the right to extend the deadline by an amount of time which at least corresponds to the delay that the customer has caused or until Give Steel A/S again has available capacity.

#### 6.3

In case of delay on the part of the customer, c.f. clauses 3.1 and 6.1 Give Steel A/S shall, after having given written notice thereof, be entitled to charge the customer a daily penalty according to the following model:

- 6 weeks before production date 1% of the order amount excl. VAT
- 5 weeks before production date 2% of the order amount excl. VAT
- 4 weeks before production date 3% of the order amount excl. VAT
- 3 weeks before production date 4% of the order amount excl. VAT
- 2 weeks before production date 5% of the order amount excl. VAT, to a minimum of DKK 25,000 excl. VAT
- 1 week before production date 10% of the order amount excl. VAT, to a minimum of DKK 50,000 excl. VAT

#### 6.4

In the event of a delay that does not give Give Steel A/S the right to an extension of the time limit, the customer shall, after giving written notice, be entitled to charge a daily penalty of a maximum of 1 0/00 of the order amount excl. VAT per working day by which the time limit is exceeded. Total daily penalties can amount to a maximum of 5% of the order amount. No claim other than daily penalties can be made against Give Steel A/S as a result of the delay, which means that Give Steel A/S shall not be liable for operating losses, loss of time, lost profits, lost earnings or other indirect losses. This list is not exhaustive.

## 7 Payment

#### 7.1 Payment plan

Payment must be made according to the following payment plan:

- 10% when placing the order
- 40% before production commences
- 30% before delivery and commencement of installation

- 20% upon delivery

Give Steel A/S provides no security against the aforementioned payment plan, but can, at the request of the customer, submit a declaration of ownership for steel structures/beams manufactured for a specific customer.

#### 7.2

The latest timely payment date is 14 calendar days from the date the invoice was issued. In the event of payment after the due date, Give Steel A/S shall be entitled to charge default interest plus a fee for exceeding the payment deadline. Give Steel A/S shall be entitled to postpone the start of production and installation in the event of non-receipt of payment before the planned commencement of production and installation, respectively, c.f. clause 6.1.

#### 7.3

The delivery shall remain the property of Give Steel A/S until payment has been made in full in so far as applicable Danish law permits such retention of property.

#### 7.4

The customer shall under no circumstances be entitled to withhold payments or off set payments in received payment demands.

#### 7.5 Price adjustment

The offer has been made on the basis of the current steel prices, but because they are subject to substantial fluctuation, Give Steel A/S reserves the right to adjust the price. Give Steel A/S has the right to price adjust for steel prices unless the steel can be purchased within seven (7) calendar days of the order confirmation being sent. Steel price adjustments shall be in line with the current pricing index provided by Give Steel A/S's steel suppliers.

## 8 Security

### 8.1 Security provided by Give Steel A/S.

Give Steel A/S shall **not** provide a security deposit as specified in clause 8 of AB Abridged, unless stated in a separate agreement or in the offer.

### 8.2 Security provided by the customer

Give Steel A/S shall be entitled to demand that the customer provides satisfactory security for the payment of the delivery, c.f. clause 9 of AB Abridged.

## 9 Limitation of liability

### 9.1

Any liability incurred by Give Steel A/S for any damage during delivery and installation, any damage as a result of defects in the delivery or other liability-incurring circumstances shall be limited to the insured sum covered in Give Steel A/S's third party insurance policy as applicable at any given time.

### 9.2

Give Steel A/S shall only be liable for work performed by Give Steel A/S. Give Steel A/S shall therefore not be held liable for previous work onto which the delivery is installed that was performed by the customer, or for work performed by the customer after delivery.

### 9.3

Give Steel A/S shall not in any way be liable for operating losses, lost time, loss of profit, loss of earnings or other indirect losses. This list is not exhaustive.

## 10 Insurance

### 10.1 All risks insurance

It is the customer's responsibility to ensure that the developer has taken out an all risks insurance policy which covers all values that are finally included in the entire contract, including materials that are added to the construction site. The all risks insurance policy must be taken out before installation commences. In the event of damage, any deductible shall be covered by the customer.

### 10.2 Building, chattels and operating loss insurance

It is the customer's responsibility to ensure that Give Steel A/S is co-insured on the customer's building, chattels and operating loss insurance policy in connection with work on existing buildings or constructions and that Give Steel A/S is indemnified against claims/recourse claims in the event of damage.

### 10.3 Product liability

Give Steel A/S has taken out a commercial and product liability insurance policy.

Give Steel A/S shall only be liable for the injuries or damage caused by the goods or services sold if it can be proven beyond doubt that the injury or damage was caused by errors committed by persons for whom Give Steel A/S is responsible.

### 10.4 Limitation of liability in relation to product liability

Should Give Steel A/S be held liable for third party product liability claims, the customer shall be obliged to indemnify Give Steel A/S to the extent to which the liability of Give Steel A/S is limited, c.f. clauses 9.1 up to and including 10.3.

If a third party makes a claim against one of the parties for liability under this clause, that party shall immediately notify the other. Give Steel A/S and the customer have a mutual obligation to allow legal proceedings to be instituted against them in the court of law or arbitration tribunal entrusted with the hearing of claims for damages raised against either party due to any injury or damage allegedly caused by the

equipment.

## **11 Non-conformities and complaints**

### **11.1**

Only documented design, manufacturing and material faults of the goods delivered, as well as incorrectly-performed work services shall be regarded as deficiencies.

### **11.2**

The customer is responsible for the correct choice of paint coating and ensuring that the paint coating is suitable for both the delivery and the use of the building. Complaints about surface treatment can only be accepted if the customer has chosen the right coating and has maintained the construction in accordance with the maintenance manual.

### **11.3**

Upon delivery, the customer must acknowledge receipt of the delivery in writing and at the same time give immediate notification of any visible apparently defects and deficiencies, including damage. The notification must be received by Give Steel A/S no later than five (5) working days after delivery. The customer must also ensure that they have photographic documentation of the deficiencies that need to be remedied.

### **11.4**

The customer's only recourse shall be to demand that Give Steel A/S remedies the alleged deficiencies that Give Steel A/S accepts as actual deficiencies. The customer is therefore not entitled to have deficiencies rectified on behalf of Give Steel A/S or in the form of a reduction to the order amount.

### **11.5**

After the delivered steel structures have been taken into use, the customer shall be responsible for ongoing operational and maintenance activities as set out in the provided manuals etc. Damages and complaints that can be attributed to a lack of maintenance can be rejected by Give Steel A/S and shall not be the concern of Give Steel A/S.

## **12 Special conditions**

### **12.1 Termination of the agreement**

The parties are entitled to terminate the agreement up to the time when installation commences by giving written notice as a consequence of repeated cooperation difficulties or delays of longer than three (3) months. Upon termination of the order, Give Steel A/S shall be entitled to invoice the customer for any costs derived from and associated with the cancellation of the order, however to a minimum of 2% of the order amount.

### **12.2 Termination as a consequence of force majeure**

When fulfilment of the agreement becomes wholly or partly impossible due to force majeure, Give Steel A/S shall be entitled to terminate the agreement by giving written notice to the customer, force majeure here being defined as set out in clause 31 (1)(c) of AB Abridged. The parties shall in this connection be entitled to neither damages nor compensation.

### **12.3 Communications and press releases**

Give Steel A/S shall be entitled to use the project as a reference on its website, social media profiles and for educational purposes. Press releases will be sent to the customer for approval before being issued.

### **12.4 Disputes and applicable law**

Disputes in connection with the agreement and anything related to thereto, shall be resolved as set out in Chapter J. Disputes of AB Abridged. Danish law is chosen to govern the adjudication of any such disputes.