

## **TERMS AND CONDITIONS OF SALE AND DELIVERY FOR DELIVERIES THAT DO NOT 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 do not include installation unless deviations from these terms and conditions are explicitly stated in the offer or order confirmation.

#### 1.2

These terms and conditions of sale and delivery apply to offers and order confirmations for deliveries that do not include installation unless these are in conflict with the order confirmation or offer from Give Steel A/S. These terms and conditions of sale and delivery are supplemented by provisions from "Abridged General Conditions for Building and Construction Works and Supplies" (AB Abridged) and "General Conditions for Building and Construction Works and Supplies" (AB 18), where these are stated separately.

#### 1.3

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

#### 1.4

As a result of the fact that the steel prices and the delivery guarantee from our suppliers are expected to be unstable, Give Steel A/S reserves the right to regulate the steel price to either the raw materials price for the steel at the time of purchase or to index the steel price until the start of production according to Lemvig Müller's steel price index, if the index according to Give Steel A/S' assessment gives a fair picture of Give Steel A/S' purchase prices.

Give Steel A/S disposes of the time of purchase from the offer date until the start of production. Documentation for the time of purchase can be forwarded on request. The documentation of the time of purchase consists exclusively of Give Steel A/S' order confirmation for major purchases of steel across Give Steel A/S' projects, whereby no documentation is produced for order-specific purchased steel.

In the event that Give Steel A/S's steel suppliers cannot deliver the necessary steel profiles for the project, Give Steel A/S reserves the right without responsibility to either redesign to available steel profiles, including the right to recalculate the order sum and change the delivery time to the new conditions, alternatively cancel the offer/order confirmation if the redesign is not possible.

### **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 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 include installation. Give Steel A/S's terms and conditions of sale and delivery for deliveries that include installation are available from the website of Give Steel A/S: [www.givesteel.com](http://www.givesteel.com).

#### 2.2

Only steel and loose parts are included, which are listed in the offer/order confirmation and any specifications prepared by Give Steel A/S attached as an appendix to the offer/order confirmation.

#### 2.3

The offer/order confirmation only includes the listed prerequisites of the offer and any attached annex. In the event that the offer/order confirmation refers to technical work descriptions and specifications, it will only be the section about the steel delivery that will be binding for Give Steel A/S. Other technical work descriptions and appendices prepared by the customer will therefore not be binding for Give Steel A/S.

#### 2.4

The offer is valid for 3 calendar days from the date of the offer, subject to the conditions stated in the offer.

#### 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.

If the customer requests a contract, Give Steel A/S is entitled to cancel the offer, as a result of the customer's contract draft deviating from Give Steel A/S' standard sales and delivery conditions. When entering into a contract rather than order confirmation for orders under DKK 2 million. DKK, Give Steel A/S is entitled to invoice DKK 75,000 in administration fees.

#### 2.6

Contract negotiations and signing of the contract must be completed before steel can be approved and purchased by Give Steel A/S. Until the contract is signed, Give Steel A/S' terms and conditions of sale is applied as well as Give Steel A/S is entitled to change the delivery times of the offer/order confirmation as well as the offer amount.

#### 2.7

The order confirmation or 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 is entitled to terminate the agreement with immediate effect without the

customer being able to assert a financial claim against Give Steel A/S.

### **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 loads, 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 start of production, which corresponds to the date on which the design is locked down. Particularly applicable to GSY projects, final drawings of concrete elements must be received no later than 3 weeks before Give Steel A/S' planned start of production.

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. Extra work cannot be started until both the customer and Give Steel A/S sign an agreement sheet that Give Steel A/S forwards. Give Steel A/S' production can only start up when payment for extra work has been received by Give Steel A/S

#### **3.2**

Unless otherwise expressly stated in the offer/order confirmation, Give Steel A/S shall accept no design liability for the delivery, including for both design of 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.

If it has been agreed that Give Steel A/S must prepare static calculations, there will only be necessary calculations so that deliveries can be verified, registered and produced. Give Steel A/S can, by separate agreement, make the necessary static calculations available for authority approval.

The cost of third-party control of the statistical calculations and drawings is not included in the offer/order confirmation.

#### **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.

### **4 Delivery**

#### **4.1**

The delivery time stated in the offer/order confirmation is based on the assumption that the date on which the design is locked down (design-freeze) as stated in clause 3.1 is maintained from the time of the offer.

#### **4.2**

When selling steel structures/beams ex works, the place of delivery is the customer's lorry at the factory and Give Steel A/S shall bear the risk of the delivery up to and including loading.

#### **4.3**

When selling steel structures/beams delivered free on board (FOB) to a construction site, the place of delivery will be the closest position to where the items will be used that is accessible to a fully loaded lorry running on an even load-bearing surface. The delivery 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, horizontal and load-bearing and horizontal 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, horizontal and load-bearing space. 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. Give Steel A/S bears the risk of the delivery until the lorry has arrived at the delivery site.

If Give Steel A/S deems that construction site conditions are not in accordance with those described above, extra time consumption will be invoiced to the customer at the applicable hourly rate.

#### **4.4**

Buildings or steel structures that are offered as fire dimensioned and which are not protected with fire-resistant paint or as covered, are all dimensioned based on applicable Eurocodes. If nothing else is required, the method in DS/EN 1993-1-2 will be used in connection with fire dimensioning of the offered buildings or steel structures. Only buildings or steel structures that are expressly referred to as fire dimensioned in this offer are offered as fire dimensioned.

#### **4.5**

Cleaning off transport grime and repair work as a result of damage during transportation are not included in the offer/order confirmation.

#### **4.6**

The customer must inspect the delivery upon receipt and report visible defects, including damage. If deficiencies are identified, Give Steel A/S must be notified immediately and photographic documentation provided.

Give Steel A/S has a duty and right to remedy deficiencies that are identified after delivery for a period of five (5) years after delivery. The notification of deficiencies that were discovered after delivery must be received by Give Steel A/S no later than five (5) working days after the deficiency was discovered or should have been discovered. The customer must also ensure that they have photographic documentation of

the deficiencies that need to be rectified.

#### 4.7

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 price for storage. The price for storage is DKK 300 per ton per month for steel painted in standard colours and DKK 1,000 per ton per month for fire-painted steel.

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 Delay

### 5.1

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.

### 5.2

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 5.1, including losses due to unused capacity for design, production and transport during the originally planned period(s) as set out in clause 5.3. 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.

### 5.3

In case of delay on the part of the customer, c.f. clauses 3.1 and 5.1 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
- 1 week before production date 10% of the order amount excl. VAT

### 5.4

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 that Give Steel A/S' final delivery deadline of the project is delayed. 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.

## 6 Payment

### 6.1

Payment must be made according to the following payment plan:

- 10% when placing the order
- 40% before production commences
- 30% before delivery
- 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.

The above payment plan does not apply if the customer does not have sufficient credit approval, cf. point **Fejl! Henvisningskilde ikke fundet.**, In that case, a separate payment plan will be presented by Give Steel A/S to the customer.

Give Steel A/S continuously assesses the customer's credit insurance.

Give Steel A/S provides an advance payment guarantee for the customer's payments, if possible and if the conditions for this are met. Costs for the prepayment guarantee are covered by the customer.

If the customer has several ongoing projects with Give Steel A/S, Give Steel A/S is entitled to offset across projects.

Give Steel A/S is entitled to stop the work on all ongoing projects across projects for the customer, if the customer has unpaid overdue debt on one or more projects

### 6.2

The latest timely payment date is 14 calendar days from the date the invoice was issued. In the event of payment after last timely payment day, Give Steel A/S is 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 delivery in the event of non-receipt of payment before the planned commencement of production and delivery, respectively, c.f. clause 5.1

6.3

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.

6.4

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

## 7 Security

7.1

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/order confirmation.

7.2

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.

## 8 Limitation of liability

8.1

Any liability incurred by Give Steel A/S for any damage during delivery, 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.

8.2

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.

8.3

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.

## 9 Insurance

9.1

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 delivery. In the event of damage, any deductible shall be covered by the customer.

9.2

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.

9.3

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 8.1 up to and including **Fejl! Henvisningskilde ikke fundet..** If a third party makes a claim against one of the parties for liability under this clause, that party shall immediately notify the other.

## 10 Non-conformities and complaints

10.1

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

10.2

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.

10.3

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.

#### 10.4

The customer can only claim to have accepted claimed defects rectified by Give Steel A/S. The customer does not thereby have the right to have defects rectified on Give Steel A/S' behalf or a rejection of the order sum.

#### 10.5

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. Damage 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.

## 11 Special conditions

#### 11.1

The parties are entitled to terminate the agreement up to the time when delivery 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 (for example steel purchases, production costs, etc. the list is not exhaustive) from and associated with the cancellation of the order, however to a minimum of 2% of the order amount. In the event of a delay of more than three (3) months, Give Steel A/S is also entitled to recalculate the order sum and change the delivery time to the new conditions.

#### 11.2

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.

#### 11.3

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.

#### 11.4

Disputes in connection with the agreement and anything related 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.