

Terms of Sale and Delivery 2024

| Bulk cement - information | Bagged cement - information |
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| <p>Opening hours service desk: 07:00 – 16:00 hours (Friday until 15:30)</p> <p>Telephone: +45 8081 5733 Telephone, Bornholm: +45 5695 6472/+45 2141 9141 Facsimile: +45 9933 7795 E-mail: ncsilo@aalborgportland.dk Web: http://bestil.aalborgportland.dk</p> <p>In case of changes in connection with delivery of bulk cement after 16:00 hours, it is possible to get in contact with an employee of our carrier: Night telephone service: 16:00 – 07:00 hours (Friday until 15:30 hours)</p> <p>North and Central Jutland – Demstrup Auto: Telephone: +45 2292 4321 Zealand – Demstrup Auto: Telephone: +45 2296 4321 South Jutland and Funen – Silotrans: Telephone: +45 4080 7084</p> | <p>Opening hours service desk: 07:00 – 16:00 hours (Friday until 15:30)</p> <p>Telephone: +45 9933 7744 Facsimile: +45 9813 6899 E-mail: tac@aalborgportland.com</p> |

| Bulk cement – ordering of cement | Bagged cement – ordering of cement |
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| <p>Orders must be placed via https://my.aalborgportland.com</p> <p>Alternatively, orders can be placed by e-mail or telephone.</p> <p>Change of orders sent shall be made only by telephone.</p> <p>For orders placed within the following hours: Before 14:00 hours: Aalborg Portland will deliver the cement at a specified time on the following weekday. After 14:00 hours: Aalborg Portland will make every effort to deliver the cement on the following weekday.</p> <p>Orders for delivery the same day will be handled as express delivery with added surcharge</p> <p>Orders for delivery in a weekend or on a holiday must be placed no later than at 09:00 hours on the last weekday before the suggested day of delivery – surcharge will be added.</p> <p>To ensure delivery as agreed for large castings or construction projects (>200 tonnes per day) Aalborg Portland must be notified by written notice no later than 5 working days before the execution of the first delivery.</p> <p>The above lead time for delivery of cement after ordering is indicative. An order is only accepted when Aalborg Portland has issued a written order confirmation.</p> <p>Any order shall contain the following details:</p> <ul style="list-style-type: none"> - Place of delivery and silo designation, if relevant; - Type of cement and quantity; and - Suggested time of delivery (time interval of a minimum of 2 hours). | <p>Orders must be placed by EDI, telephone or e-mail.</p> <p>The collection of bagged cement is ex warehouse at Rørdalsvej 44, Aalborg, Denmark.</p> <p>Aalborg Portland offers a day-to-day delivery on weekdays on orders placed on a weekday before 11:00 hours.</p> <p>This applies both to orders for delivery service and for collection by own truck.</p> <p>In case of ordered delivery service, delivery will take place before 15:00 hours on the following weekday.</p> <p>In case of collection by own truck, collection may take place on the following weekday between 07:00 and 15:00 hours (Friday until 12:00 hours).</p> <p>The above lead time for delivery of bagged cement after ordering is indicative. An order is only accepted when Aalborg Portland has issued a written order confirmation.</p> |

| Product labels |
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| <p>Aalborg Portland's Declaration of Performance for all products can be downloaded via www.aalborgportland.dk.</p> |

General terms and conditions of sale and delivery

■ 1 General terms and conditions

Unless agreed otherwise in writing with Aalborg Portland, any sale shall be subject to these terms and conditions of sale and delivery. Any terms and conditions prepared by the Customer shall only be effective if they have been accepted in writing by Aalborg Portland. Likewise, if the Customer sets out specific terms and conditions in any tender documents, orders etc., these present terms and conditions of sale and delivery shall not be deemed to be derogated from, unless Aalborg Portland has accepted such derogation in writing. In case of any sale of products or services which have to be specially produced, Aalborg Portland's obligations vis-à-vis the Customer shall be limited to the rights gained and the liability incurred by Aalborg Portland in relation to the company supplying the product in question to Aalborg Portland.

■ 2 Collection and delivery of bulk and bagged cement

2.1 Delivery and control

The risk of the cement shall pass to the Customer upon delivery.

At the Customer's collection of the cement at Aalborg Portland and at the Customer's receipt of the cement at the place designated by the Customer, the Customer shall check the delivery note in order to ensure that the delivery is in compliance with the order. Any machine-stamped weight indication applied by Aalborg Portland on the delivery note shall be deemed to be the final weighing documentation.

No claims can be made against Aalborg Portland if the delivery note is in compliance with the cement delivered, and the Customer or the Customer's consignee or person collecting the cement has approved the loading / unloading either orally or in writing.

The Customer or the Customer's consignee or person collecting the cement shall inspect the cement delivered promptly upon delivery.

2.2 Delivery of bulk cement

Bulk cement will be delivered by a tank truck with a total weight of up to 56 tonnes, and with a length of up to 25 metres and have a turning radius of 26 metres. The tank truck can deliver up to 40 tonnes of cement per load. Unloading shall take place in a silo and by means of compressed air of approx. 2 atmospheres. An unloading time of 50 minutes starting from the arrival of the tank truck at the Customer and until its departing is included in the delivery. Aalborg Portland will invoice the Customer for extra unloading time in accordance with Aalborg Portland's current list prices for delivery services. Special deliveries such as partial loads, weekend loads etc. will likewise be invoiced in accordance with Aalborg Portland's current list prices for delivery services.

Time of delivery

The Parties agree that the delivery of an order shall take place on a particular date and within a specified period of time (of a minimum of 2 hours). If Aalborg Portland does not make delivery on the agreed date within the agreed period of time, the Customer shall be entitled to demand delivery by written notice to Aalborg Portland and to stipulate a final and reasonable time of delivery. At the same time, the Customer shall be entitled to give notice that he intends to cancel the order if delivery has not taken place.

In case delivery has not been made within the stipulated time, the Customer shall be entitled to cancel the order upon written notice to Aalborg Portland.

If the Customer does not cancel the order, the Customer shall not be entitled to any compensation in case of late delivery on the part of Aalborg Portland. If the Customer cancels the order, the Customer shall be entitled to claim damages for the costs incurred by the Customer in relation to the purchase of a similar delivery from another supplier, however, such amount cannot exceed the Customer's purchase price for the late order from Aalborg Portland. Further, the Customer shall not be entitled to compensation in any other way in connection with the said delay on the part of Aalborg Portland. Aalborg Portland shall not assume any liability for the de-

lays. This shall apply to any loss resulting from the delay, including loss on operations, loss of profit and any other financial consequential losses.

To ensure delivery as agreed for large castings or construction projects (>200 tonnes per day) that require extraordinary volumes to be delivered, Aalborg Portland must be notified by written notice no later than 5 working days before the execution of the first delivery.

Liability for delivery and unloading

Aalborg Portland's responsibility for the cement being blast into the correct silo shall be conditional upon the pneumatic pipe bearing Aalborg Portland's streamer which indicates the type of cement to be blast into the silo in question. If a silo may not be used, this must be indicated on the pneumatic pipe which must be locked. Aalborg Portland shall be liable for any damage caused by defects in the tank truck, the pneumatic hose or the coupling of the hose.

In addition to the said situations, the Customer shall be liable for any damage caused by defects in silo facilities, pneumatic pipes, filters, missing filling indicator in the silo facilities or missing clean filter bag on mobile silo facilities and access roads and for overloading when this is due to the Customer's silo not having the necessary capacity to hold the amount of cement ordered. In case of any defects in the customer's silo facilities, the customer shall be held liable for defects, damage or other consequential circumstances (including cleaning of the silo facilities).

Silo security

Aalborg Portland shall endeavour to observe all safety regulations in connection with the unloading of cement by means of air pressure. Aalborg Portland will be at the Customer's disposal in relation to providing advice and directions regarding the establishment of the silo, maintenance and security.

Change of orders

Notice of cancellations and change of orders sent, including change of specification, quantity and time of delivery, shall be given to the order office as soon as possible. Any cancellation or change of orders received after the cement has been loaded onto the tank truck will be invoiced in accordance with the applicable price list for deliveries.

Notice for extraordinary deliveries, including castings and construction projects

Deliveries on weekdays between 18:00 and 24:00 hours and on holidays must be cancelled in writing by the Customer before 16:00 hours on the last weekday before the date of delivery. Deliveries on weekdays after 24:00 hours must be cancelled in writing by the Customer before 9:00 hours on the same weekday. Deliveries in a weekend must be cancelled in writing by the Customer before 16:00 hours on Friday immediately before the weekend in question.

Aalborg Portland shall be entitled to charge a fee for any non-cancellation of an order in accordance with Aalborg Portland's applicable list price for deliveries.

2.3 Collection and delivery of bagged cement

Collection

Collection of cement shall be made ex warehouse Rørdal, Aalborg.

Aalborg Portland will keep accounts of pallets in order to invoice the Customer for the pallets received and to credit the Customer for pallets returned to Aalborg Portland. During a calendar year, the Customer cannot return more pallets than received from Aalborg Portland within the same calendar year. Aalborg Portland is only required to accept returned pallets that comply with the guidelines in "Managing E-pallets / EUR-pallets" (Danish: "Håndtering af E-paller/EUR-paller") which can be downloaded via www.aalborgportland.dk.

Delivery to the customer

The cement can be delivered carriage paid at the Customer's warehouse in Denmark against a freight surcharge to be agreed in detail between the Parties. EUR pallets will not be invoiced but will be exchanged for returned pallets without any charge at collection. If the pallets are not exchanged, the carrier shall be informed of the purchase order number in order for the pallets supplied to be invoiced at the current prices. Any delivery to the Customer's site or to any other site designated by the Customer will be made to the site in question or as close to that site as the conditions for access will allow.

The Customer shall make personnel available for unloading. If the Customer, or the person receiving the cement on behalf of the Customer, is not present at the agreed time of delivery, Aalborg Portland shall be entitled to unload the cement. The delivery note or the carrier's freight report shall thus be deemed as evidence of delivery.

Additional expenses in connection with unloading will be charged to the Customer, and the Customer shall pay the costs incidental to the Customer's inability to receive the cement at the agreed time of delivery.

Change of orders

The Customer's cancellation or change of an order, including change of a specification, quantity or time of delivery shall be specifically agreed in each case. The Customer shall pay any the expenses incidental to such change of the order.

Returned goods

The return of bagged cement will only be accepted upon a prior written agreement in each specific case. However, bagged cement which is 2 months older than the production date cannot be returned. Further, the original packaging must be intact, and Aalborg Portland will only accept whole pallets for return.

The cement will be credited less 30% of the sales price, exclusive of VAT. Returned cement shall be delivered at Aalborg Portland's warehouse in Aalborg. Carriage expenses shall be covered by the Customer.

■ 3 Quality, product liability, defects liability and events of force majeure

Quality

Aalborg Portland is DS/EN ISO 9001 quality certified. This means that the control system, which has been implemented in order to ensure a certain level of product quality of Aalborg Portland's cement, has been approved by an independent body and that the system meets the requirements of the standard.

Aalborg Portland is product-certified according to DS/EN 197-1. The product certification ensures that the cement products meet the requirements of the harmonised standard with an evaluation of conformity according to DS/EN 197-2, and the product certification entitles the products to a CE marking.

Product liability

Aalborg Portland shall be liable for the cement pursuant to the provisions of the Danish Product Liability Act which cannot be derogated from by another agreement. Subject hereto, Aalborg Portland disclaims any liability for any product-related damage or injury on any other grounds. Damages for product liability shall not exceed the amount covered by Aalborg Portland's product liability insurance.

The Customer shall indemnify Aalborg Portland for any product liability in connection with a delivery to the extent that such product liability is in excess of the said limitations. The Customer accepts that any action be brought against him before the same court as the court dealing with a case where a claim for product liability is brought forward against Aalborg Portland in connection with a delivery to the Customer.

Liability for defects

With respect to, and only in so far as the delivered cement is used in connection with construction work in Denmark, where AB 18 is adopted between the owner and the constructor, delivery shall be subject to the following construction supply proviso, which is stated in the General Conditions for Building and Construction Works and Supplies (AB 18), clause 12, subclause (5), i.e:

"Materials and other supplies to be used in the works must be covered by a five year supplier liability period for defects in the supply. The liability period is counted from the date on which the works are handed over and limited so that the supplier's liability ends no later than six years after the materials are delivered to a warehouse or sold to a third party. In addition, the supplier must have recognised that the client may file claims for defects directly with the supplier as set out in clause 8, subclauses (4) and (5)."

Exclusion of liability and limitation of liability

In no event shall Aalborg Portland be liable for any indirect loss and consequential damage such as business interruption, loss of profits or loss of goodwill, whether directly or indirectly being connected to the cement delivered, the use or application of such cement or any of Aalborg Portland's services in any other respect.

Events of force majeure

Any delivery shall be made subject to events of force majeure, including strike, lockout, breakdown of operations, governmental restrictions, war or any other events which can neither be anticipated nor controlled by Aalborg Portland.

In addition, in the event that Aalborg Portland does not have sufficient quantities of cement manufactured in Denmark at its disposal in order to fulfil its delivery obligations, such an event shall be deemed to exempt Aalborg Portland from liability in relation to its delivery obligations, regardless of whether such a situation is due to an error or breakdown of operations, stock, distribution, planning, administration or elsewhere, and regardless of whether Aalborg Portland is responsible for the event in any way. In such case, Aalborg Portland shall be entitled to assess freely which delivery obligations Aalborg Portland cannot fulfil or which will be reduced proportionately.

■ 4 Technical advice

With respect to Aalborg Portland's liability in connection with technical advice and testing regarding the use and the features of Aalborg Portland's cement products, including any particulars and reports, Aalborg Portland shall be liable towards the Customer in compliance with the general Danish rules on damages, however, with the following limitations as set out below:

1. Technical advice, testing and preparation of any particulars and any accompanying report, if any, shall be based on the knowledge and technology at the disposal of Aalborg Portland at the time when the advice is given. Aalborg Portland shall not be liable if any subsequent developments prove such knowledge and technology in question to be faulty or incorrect.
2. If any one of the Customer's cement-stabilised products causes damage, Aalborg Portland shall not be liable for such damage if;
 - The tortious conduct on the part of the Customer occurred before the technical advice regarding the product was given by Aalborg Portland.
 - The specific tortious cement-stabilised product in question has not been tested correctly by Aalborg Portland, unless the Customer can prove that the tortious product is identical with a product which has been tested correctly by Aalborg Portland.
 - The damage is due to properties of the cement-stabilised product or the use of the product which has not been tested and described by Aalborg Portland in the particulars with an accompanying report, if any, or which is different from Aalborg Portland's description in the particulars regarding the product properties or a possible use of the product.
3. Aalborg Portland shall not be liable for any damage occurred in connection with the use of the particulars as made by Aalborg Portland if it is indicated that the particulars are based on a discretionary assessment or an evaluation.
4. However, Aalborg Portland's liability for damage to property shall never exceed DKK 500,000 per damage unless otherwise expressly agreed in writing. Aalborg Portland shall never be liable for any indirect loss and consequential damage such as business interruption, loss of profits or loss of goodwill. Aalborg Portland shall not be liable for damage which has not been claimed in writing within 3 years of the time when the advice was given.

If a claim for damages is made against Aalborg Portland during any litigation proceedings and such claim is in excess of the limitations of liability as laid down in items 1-4 above, the Customer shall conduct such litigation proceedings on behalf of Aalborg Portland on Aalborg Portland's request. To the extent that liability is incurred or any other expenses are imposed on Aalborg Portland, in excess of the limitations of liability as laid down in items 1-4 above, the Customer shall indemnify Aalborg Portland against such liability and expenses.

■ 5 Invoicing and payment

Cement and any other services shall be delivered at the prices current from time to time. The prices of cement are based on full loads.

Invoicing

Invoicing will be processed on the same day as when the cement is delivered. Inquiries regarding invoicing can only be submitted to the Financial Department at Aalborg Portland.

Payment

The current payment term is as follows:

Payment 8 days net. If the terms of payment are not complied with, Aalborg Portland's total outstanding amount shall fall due immediately. Likewise, Aalborg Portland reserves the right to stop the delivery of cement without any further notice and to demand cash payment of any future deliveries. Aalborg Portland reserves the right to charge default interest on overdue payments, currently 1.5% per month, until payment is made.

■ 6 Disputes

Disagreements shall be settled in accordance with the laws of Denmark and by the courts of general jurisdiction. Cases to be brought before the district courts shall be brought before the District Court of Aalborg. Cases to be brought before the Danish High Court shall be brought before the High Court of Western Denmark as agreed jurisdiction. On the basis of the rules of the Danish Administration of Justice Act in force from time to time, it is to be determined whether a case qualifies as a district court case or a high court case.

However, Aalborg Portland may choose to let the dispute be settled by arbitration in accordance with the Danish Act on Arbitration, and Aalborg Portland is entitled to have any disputes regarding the construction supply proviso be brought before the Arbitration Tribunal for Building and Construction Activities.

Revised on 30 October 2023
Effective as from 1 January 2024