



Conditions of sale and delivery

## 1.0 General information

**1.1** The General terms of sale and delivery below ("Delivery Conditions") apply to all deliveries of products and/or services ("Products") from DOT A/S ("DOT") to any customer ("the Customer"), unless otherwise agreed in writing.

**1.2** The Customer's own general sourcing conditions, special conditions stated in the Customer's order or similar, do not apply to the business relations of the parties unless approved by DOT in writing.

**1.3** Deliveries and/or services from DOT will otherwise be delivered in accordance with Nordic Galvanizers' technical delivery terms for hot-dip galvanizing as contract work, in force at time in question ("NG"), in so far as deviation from the conditions hereof has not been specified in the Delivery Terms. NG has been enclosed with these Delivery Terms.

## 2.0 Applicable standards

**2.1** DOT carries out its work in accordance with applicable standards as amended in these terms of sale and delivery:

Hot-dip galvanizing DS/EN ISO 1461:2022, Metallization DS/EN ISO 2063, Wet paint DS/EN ISO 12944 and Powder coating DIN 55633.

**2.2** It is the Customer's responsibility to ensure that the material is suitable for the surface treatment agreed and the film thickness wanted. If the Customer has requirements or wishes, which deviate from the standards mentioned, DOT must be informed hereof before the order is placed and the deviations must be accepted by DOT in writing.

## 3.0 Quotations and prices

**3.1** All quotations are valid for 7 days unless otherwise stated in the quotation.

**3.2** If prices have been agreed as part of a continuous trade/unit prices, DOT can give 14 days' written notice of changes of prices and conditions. The prices and conditions of a continuous trade lapse if no orders have been made in accordance with the trade agreement for a period of 3 months. The prices and conditions must then be renegotiated.

**3.3** All prices are stated in Danish kroner (DKK). The prices are stated exclusive of VAT, duties, taxes, other levies, freight and packaging. For deliveries outside the EU, the Purchaser is responsible for ensuring payment of correct duties, levies, VAT, etc.

**3.4** If the Product is not to be delivered and produced within 30 days, DOT reserves the right to regulate the price agreed if, before delivery, changes have occurred to raw material prices, public levies, rates of exchange, tariffs or similar, which increase the sales price.

**3.5** The prices stated have been made on the condition that the items meet DOT's requirements for the Customer's deliveries according to Clause 13, including a maximum immersion

time of 3 minutes, see Clause 13. If the items delivered cannot be treated without additional preparation and/or in the usual immersion time, the Customer will pay the additional costs and additional time. If the zinc prices increase by more than 5 per cent in relation to the prices at the time of making the order, DOT may require that the price be regulated by the increase.

## 4.0 Terms of payment

**4.1** All deliveries must be paid in Danish kroner (DKK) unless otherwise agreed.

**4.2** The terms of payment are stated in the quotation. If nothing has been stated in the quotation, the terms of payment are net cash on delivery.

**4.3** A complaint, if any, does not justify retention of payment of the purchase sum. The Customer can only set off using claims which have been accepted by DOT or which have been finally determined by a court or arbitration tribunal.

**4.4** In the event of overdue payment, DOT may charge interest of 2.00% per commenced month until payment is made.

**4.5** In the event of arrears, DOT is entitled to stop all planned deliveries to the Customer and to claim payment in advance on subsequent deliveries. Arrears also means that DOT can demand immediate payment of all outstanding amounts due and not yet due. DOT can also exercise a right of retention in relation to the Products.

**4.6** If the Purchaser refrains from receiving the delivery on the delivery date agreed, the Purchaser is still obliged to pay as though delivery had taken place at the time agreed. DOT can charge a fee for the storage period.

## 5.0 Transport of the customer's items

**5.1** DOT collects the item from the Customer on a collection date agreed. The Customer is responsible for the items being ready for collection, including the item being available at the Customer's site, and for the existence of a firm carriage road. The items must be ready for collection during the period 5am-24pm. Collection outside the period 6am-18pm requires a separate agreement. In the event of unsuccessful collection, the Customer pays DOT's costs in relation to this, and a new collection time must be agreed.

**5.2** The Customer must also make staff, loading equipment and joists available for loading to allow loading to be performed without unnecessary waiting time. Waiting time in excess of 1 hour will be invoiced according to the valid price list.

**5.3** Any costs documented by the Customer as a result of late collection will be compensated only if DOT collects the item more than 72 hours after the collection date agreed. Only the costs in relation to collection after 72 hours will be compensated.

## 6.0 Delivery of products

**6.1** Unless otherwise agreed, Products will be delivered at the Customer's site. Unless otherwise specifically specified in the agreement, the delivery time agreed is an expected delivery time so that postponement of the delivery time of up to 10 working days cannot be considered delayed delivery.

**6.2** DOT is not responsible for any delays caused by materials being unsuited for surface treatment, materials being quarantined, or if re-production is required. The Customer will be informed as soon as possible about the updated expected delivery date.

**6.3** The Customer cannot make any claims for damages for operating losses, time losses, loss of profits or other direct or indirect losses as a result of DOT's delay.

**6.4** An amount to cover handling, pallets and packaging will be added to every order. The amount will be invoiced in addition to the agreed price.

**6.5** If the Product is damaged or lost, DOT's maximum responsibility is limited to SDR 8.33 per kilo.

## 7.0 Product quality

**7.1** The individual items are treated according to the standards mentioned in the "Applied Standards" clause and according to special individual agreements for the delivery and the specifications of these Conditions of sale and delivery.

**7.2** Pipes, tanks and container are not cleaned internally of residual ash or projections from the surface treatment just as residual ash and zinc joints are not removed from holes and threads unless such removal has been agreed as an additional service. Acid extraction caused by leaky welds or narrow gaps does not justify complaints. Reference is made to NG and DS/EN ISO 1461:2022.

**7.3** Minor peeling or small uncoated areas are cathodically protected by the upper zinc layer. Consequently, they are not covered by the guarantee and will not be repaired. This applies to round areas with a diameter of up to 5 mm and oblong areas with a width of up to 3 mm.

## 8.0 Complaint

**8.1** Any risk of the Products passes to the Customer at the time of delivery. Any complaints must be submitted in writing to DOT.

**8.2** The Customer is obliged to inspect the Products for errors and non-conformities, including quantity defects, immediately after delivery. Complaints of visible non-conformities must be submitted in writing to DOT immediately and within 3 days of receipt of the Products. Complaints of hidden errors and non-conformities must be submitted immediately when they are identified. Complaints of damage in transit must also be made immediately after receipt of the goods.

**8.3** When collecting Products at DOT's site, the Customer must inspect the Products for errors

and non-conformities, including quantity defects, at DOT's site. If this inspection is not completed, DOT is not responsible for any visible errors and non-conformities.

**8.4** In any complaint, DOT must have access to inspecting the goods delivered, otherwise the right of making a claim of non-conformities will be lost.

**8.5** The Customer must give DOT notice of any non-conformities no later than 12 months after delivery.

**8.6** In the event of wrongful complaints, the Purchaser is obliged to compensate DOT's documented expenses as a result of the wrongful complaint.

## 9.0 Returns

**9.1** Returns of goods delivered are not accepted.

## 10.0 Remedies for defective performance

**10.1** In the event of punctual complaints within the time allowed for claims, DOT is entitled at its discretion either to remedy the non-conformity or to offer a proportional allowance. Remedy of the non-conformity can be implemented at DOT's own discretion by painting with zinc, metallization, soldering zinc or by zinc re-coating or repainting.

## 11.0 Produktansvar

**11.1** DOT has product liability in accordance with the ordinary provisions of product liability of Danish law.

**11.2** If product liability is imposed on DOT vis-à-vis a third party for damage and/or loss for which DOT is not responsible in relation to the Customer, according to these Delivery Conditions, the Customer is obliged to compensate DOT in any respect.

**11.3** 11.3 Subject to the limitations resulting from the Danish Product Liability Act, DOT's responsibility and liability to pay damages for damage other than injury cannot exceed a maximum of DKK 1,000,000.00 per order. In successive deliveries, all deliveries are considered overall as one order. In several deliveries according to an agreement / quotation / same agreement, they are considered as one order.

**11.4** If a third party makes a claim against the Customer or DOT based on product liability, the parties are mutually obligated to inform the other party as soon as possible.

**11.5** Moreover, the customer and DOT mutually undertake to be sued at the court or arbitration tribunal hearing the claim for product liability brought against either party by a third party based on damage or loss caused by the Product. The mutual relationship between the Customer and DOT must always be settled in the jurisdiction agreed in accordance with these Delivery Conditions.

## 12.0 Limitation of liability

**12.1** DOT cannot be held liable for any indirect losses, including operating losses, time losses, loss of earnings or third party losses.

**12.2** DOT's liability to pay damages cannot exceed the invoice amount in the internal relationship between the Customer and DOT.

## 13.0 Requirements for the customer and the customer's deliveries

**13.1** The Customer must deliver delivery notes for all the items and materials delivered by the Customer. The delivery notes must specify in detail the surface treatment agreed, number, designation and dimensions. As far as possible, the delivery note must be attached with drawings and must refer to the quotation number. In the event of additional requirements/specifications on the Customer's delivery note, they will result in contact to the Customer for explanation and payment hereof.

**13.2** The Customer is responsible for the design of the delivered items ensuring that the items can be handled, pretreated and surface treated using ordinary work methods according to the agreed surface treatment, including the presumed immersion time and within a maximum immersion time of 3 minutes.

**13.3** The design and preparation of items for hot-dip galvanizing must meet the requirements described in these Conditions of sale and delivery and the standards mentioned in Clause 2.1.

**13.4** When submitting materials for paint, the edges of the materials must be rounded off to a round radius of at least 2 or 3 mm according to the standards mentioned in Clause 2.1. If DOT receives items where the correct rounding of edges has not been made, the Customer will lose its right of complaint regarding reduced film thickness and adhesion on these areas.

**13.5** The Customer is responsible for all items being suitable for the agreed surface treatment, including being produced in suitable steel types, having even surfaces without pitting, ash spots, weld spatter and slag remnants and items having rounded edges, corners, etc. The items must also be clean, apart from any impurities which can be removed in the pretreatment process as agreed with DOT. See also this agreement and the standards in Clause 2.1.

**13.6** The Customer or any end user is responsible for preparing and conforming to an inspection and maintenance plan for the items to ensure that errors and non-conformities will be noticed and remedied, irrespective of DOT being responsible for the non-conformities or if they are the result of subsequent assembly and use.

**13.7** If the item is to be duplex treated, DOT recommends that the Customer orders hot-dip galvanizing as well as paintwork from DOT as the storage after hot-dip galvanizing and the pretreatment process before paint are important to the final result. DOT cannot guarantee

the final quality of the painted item if the paintwork is carried out by any other firm than DOT and hot-dip galvanizing is carried out by any other firm than DOT.

**13.8** After delivery, the Customer is responsible for storing the items under protective conditions to ensure that storage does not result in any degradation of the surface treatment before assembly, if any.

## 14.0 Force majeure

**14.1** DOT cannot be held liable if non-performance of the agreement is caused by force majeure, including: strike, lockout, business interruption, war, civil unrest, mobilisation, acts of God, seizures, currency restrictions, riot and unrest, lack of means of transport, general scarcity of goods, significant price and/or levy increases, restrictions of propulsion, delayed delivery from subcontractors, ban on imports, exports or resale or similar circumstances as a result of the events above and other events beyond the control of the parties.

**14.2** When relying on force majeure, DOT is obliged to notify the Customer no later than 7 working days after the occurrence of the force majeure event.

## 15.0 Severability

**15.1** If one or more of the provisions in these Delivery Conditions is/are deemed to be invalid, illegal or unenforceable for another reason, it will not affect the validity of the other provisions.

## 16.0 Disputes, governing law and venue

**16.1** Disputes, if any, between the parties must be sought to be settled out of court. If the dispute cannot be settled out of court, it must be decided according to Danish law before the ordinary Danish courts.

**16.2** Danish private international law referring to foreign law and the Convention on Contracts for the International Sale of Goods (CISG) will not apply.

**16.3** The case must be instituted in DOT's jurisdiction unless mandatory rules direct otherwise.