

# General Terms and Conditions for SEGES Innovation P/S' sale of goods and services to foreign customers

## 1. Area of Application

The present Terms and Conditions shall complement an agreement entered by SEGES Innovation P/S (hereinafter "SEGES Innovation") and the Customer and shall thus constitute an integral part of the contractual basis.

In the event of conflict between the present Terms and Conditions and an entered agreement, the terms of said agreement shall apply.

In the event of conflict between the present Terms and Conditions and the Customer's terms and conditions, order confirmations, and/or other conditions, if any, the present Terms and Conditions shall apply.

## 2. Changes

Any changes and/or clarifications to the original contractual basis shall be made in writing.

The burden of proof shall lie with the party claiming to have an agreement of change and/or clarification to the original contractual basis.

Basically, any changes to the services provided by SEGES Innovation as described in the agreement shall be considered a mutual termination of agreement as regards the service in question and an entering of a new agreement as regards the service requested instead by the Customer. Please refer to section 3 on notice of termination and section 5 on price.

## 3. Termination

Either party may terminate the agreement upon five (5) calendar days' notice.

Within the framework of any deadlines as set up in the agreement, SEGES Innovation shall freely decide the planning of the assignment. In the event of termination or rescindment of the agreement, SEGES Innovation shall be entitled

to receive remuneration for the work already performed and/or for the work planned by SEGES Innovation internally to be performed before rescindment or expiration of the notice of termination.

Also, the Customer shall be obligated to reimburse SEGES Innovation any charges that SEGES Innovation in view of performance of the assignment may have committed to vis-à-vis any third party prior to termination or rescindment of contract.

If the Customer terminates the agreement and SEGES Innovation cannot find other employment for the freed employee resources, SEGES Innovation shall also be entitled to compensation for the direct salary expense during the period from the expiry of the notice of cancellation to the time when the assignment would have been completed, however, to a maximum of three months' salary per freed employee.

## 4. Authorization

The person specified as contact to the Customer shall be authorized, on behalf of the Customer, to dispose in any respect in matters regarding the agreement.

If more persons are specified as contacts, the above shall apply to each of those contacts.

## 5. Remuneration

SEGES Innovation determines the fee based on the scope of the work requested, including work outside normal office hours, the importance of the matter to the Customer, the value of SEGES Innovation's services, the liability associated with the assignment, the complexity of the assignment, the degree of specialist knowledge required and the result achieved.

In case of settlement according to estimate the following shall apply:

In the event that the real time consumption for performance of the assignment is foreseen to significantly exceed the estimated time consumption, SEGES Innovation shall notify the Customer hereof. Notification must be made by SEGES Innovation at their earliest convenience after foreseeing a significant exceeding.

Subsequently, the Customer and SEGES Innovation shall discuss whether the revised estimate time consumption should be accepted or the services to be delivered by SEGES Innovation should be adjusted. In all circumstances, the Customer shall be obligated to pay for the time spent already on the assignment.

The above shall also apply if the performance of the assignment implies payment of costs at a level significantly exceeding the level foreseen at the time of entering the agreement.

In case of a fixed-price agreement the following shall apply:

The agreed fixed price shall solely comprise the delivery of services specifically agreed by SEGES Innovation, cf. the entered agreement.

In the event of services not specified in the description of SEGES Innovation services to be delivered, the services in question shall not be comprised by the fixed-price agreement. If said services are delivered by SEGES Innovation anyway upon agreement with the Customer, these services shall be settled separately.

In all circumstances, the Customer shall reimburse SEGES Innovation all costs incurred on and settled by SEGES Innovation in regard to the assignment.

## 6. Payment

Settlement shall take place upon completion of the assignment.

SEGES Innovation may in the event of ongoing services apply monthly or quarterly on account settlements. Final settlement shall take place upon completion of the assignment.

Payment terms are 20 days net.

After due date SEGES Innovation's receivable shall accrue interest on arrears, cf. the Danish Interest Act, Article 5, Section 1.

The Customer shall under no circumstances be entitled to effect a set-off against SEGES Innovation's right and title to remuneration.

## 7. Confidentiality and Personal Data

SEGES Innovation shall not accept any restrictions of competition due to or as a result of the assignment.

SEGES Innovation undertakes to observe confidentiality in regard to all material/data and information about the Customer, being made known to SEGES Innovation as part of the assignment.

SEGES Innovation shall be entitled to use general, non-confidential information, achieved during the assignment in other connections and for other assignments.

The handling and processing of personal data as part of the assignment performance shall be in accordance with Danish law. Please refer to SEGES Innovation's privacy policy to be found on the SEGES Innovation website.

## 8. Material

The Customer shall be entitled to use the material prepared by SEGES Innovation as part of the assignment to the extent contemplated in the agreement. All intellectual property rights arising out of SEGES Innovation's performance of the agreement shall belong to SEGES Innovation.

In the event of termination or rescindment of the agreement, the Customer shall be entitled to delivery of the material prepared but not yet completed by SEGES Innovation on condition that the Customer has met his payment obligations.

In all circumstances, the name of SEGES Innovation must not be used in connection with the application of delivered, not yet completed material and SEGES Innovation cannot be held responsible for any errors and/or omissions in the material.

## 9. Insurance

Unless otherwise agreed in writing between the Parties, it is the Customer's responsibility to take out an appropriate and effective insurance regarding materials, components etc. which the Customer may lend out, rent out or otherwise make available to SEGES Innovation as a part of the performance of the assignment.

## 10. Liability – liability for delay, for defects and product liability

SEGES Innovation shall be liable for the service provided in accordance with the general rules of Danish law.

In all circumstances, SEGES Innovation's liability is limited in regard to amount to the effect that damages can never exceed the remuneration agreed for the assignment.

In the event that SEGES Innovation is liable for a loss for which other advisers/consultants and/or the like are liable too, SEGES Innovation's liability can under no circumstances exceed the lowest amount to which the other advisers/consultants and/or the like have limited their liability.

In case of consultancy regarding factual and legal matters abroad, i.e. outside Denmark, SEGES Innovation's liability is limited to 5 million DKK for the assignment in question.

SEGES Innovation is not liable for loss on operations, loss of profits, loss of data, loss of goodwill, or any other indirect loss and/ or non-financial loss.

SEGES Innovation is not liable for errors made by other advisers/consultants and/or the like referred to by SEGES Innovation, nor for errors made by sub-suppliers, engaged by SEGES Innovation to perform part of the assignment according to agreement made with the Customer.

The Customer may make claims against SEGES Innovation only; not against individual SEGES Innovation employees.

SEGES Innovation cannot be held liable for claims resulting from false, misleading or incomplete information, data or documentation provided by others than SEGES Innovation.

SEGES Innovation is not liable to other parties (including third parties) taking advantage of or making use of or achieving access to the services delivered by SEGES Innovation. The Customer shall be obligated to reimburse SEGES Innovation, not only in the event of any liabilities, losses, expenses or other costs incurred in connection with claims from such other parties, but also in the event of claims raised against SEGES Innovation due to the Customer's breach of the agreement.

SEGES Innovation is entitled to set off payments due against any rightful claims made by the Customer.

SEGES Innovation is not liable for loss or damage to data or databases belonging to the Customer and his business partners and customers, nor for business and operational interruptions or losses due to other business interruptions that may occur during the use of databases, systems, applications, updates, installations, patches and other digital solutions provided, maintained, operated, developed and supported by SEGES Innovation (the "Software"), or in the event of a lack of or insufficient performance or productivity of the Software.

The Customer is responsible for testing the Software, including testing in relation to the Customer's partners and customers in a separate set-up and for ensuring that there are rollback plans and backup prior to a possible upgrade, patching etc. of the Software for the re-establishment of data etc.

SEGES Innovation is not liable for errors and omissions in the Software to the extent that these are caused by external factors, including other software or products. Furthermore, SEGES Innovation is not liable for the applicability of the Software in relation to the specific use that the Customer has requested or intended, including integration of or interaction between on the one hand the Software and on the other hand the Customer's and the Customer's partners' and customers' own equipment, software environment or third-party systems.

In addition, SEGES Innovation is not liable for losses arising as a result of changes in configuration or data structure nor for losses arising from the use of the Software in violation of the "Terms of Use of SEGES Software", or if the Customer and his partners and customers

have otherwise, through negligence, contributed to the occurrence of such losses.

When implementing new versions, updates, releases, patches, fixes, etc. in the Software, SEGES Innovation shall assume no liability for the Customer's and his partners' and customers' ability to fully use new functions or changes in the Software, nor for the compatibility with and the absence of defects of such updates etc. in connection with any adjustments, settings or changes that the Customer and his partners and customers have made in the Software and / or in relation to third-party products. In addition, SEGES Innovation does not guarantee backward compatibility between new versions, their functionalities or between language specific and country specific functionalities.

SEGES Innovation is not liable for the Software being compatible with new versions, updates etc. of third-party software.

Furthermore, SEGES Innovation is not liable for errors or defects caused by the Customer's use of the Software provided by SEGES Innovation or other suppliers. The same applies to the Customer's incorrect use of the Software, including insufficient updates or lack of updates of the Software.

## 11. Applicable Law and Jurisdiction

Disputes relating to advice on factual and legal matters abroad, i.e. outside Denmark, may be construed in accordance with the statutory law and jurisdiction of the country in which the consultancy is provided, except the United States and Canada.

Unless otherwise – in accordance with the above-mentioned in section 10 – provided under the agreement between SEGES innovation and the Customer, the following will however apply:

Disputes in regard to SEGES Innovation's services, the entered agreement, and/or the present Terms and Conditions shall be governed by Danish law excluding the Danish choice of law rules and CISG.

If the Customer claims to have suffered a financial loss due to SEGES Innovation's services, the Customer shall submit his claim to the Damages and Liability Department, Agro Food Park 15, DK-8200 Aarhus N.

Legal proceedings related to SEGES Innovation's services, the entered agreement, and/or the present Terms and Conditions shall be brought before the District Court of Aarhus, Denmark.

This is an English version of the original Danish version of the General Terms and Conditions. In case of conflict between the English and the Danish version, the Danish version shall apply.

UPDATED 16 March 2023