

NordiTube General Sales Terms and Conditions

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1. Definitions

- **Seller:** means the NordiTube contracting entity expressly identified in the Quotation, Proforma Invoice, Order Confirmation, or other sales agreements.
- **Buyer:** The company or entity purchasing Goods from the Seller.
- **Goods:** All products, materials, equipment, and related services supplied by the Seller.
- **Contract:** The agreement between Buyer and Seller consisting of the Quotation, Proforma Invoice (PI), Order Confirmation, these Terms, and any attachments expressly incorporated, including but not limited to the NordiTube Standard Warranty Terms.

2. Scope and Application

- 2.1 These Terms apply to all sales of Goods worldwide by the Seller, unless otherwise expressly agreed in writing.
- 2.2 Buyer's issuance of a purchase order, acceptance of a Quotation/PI, or receipt of Goods shall be deemed acceptance of these Terms.
- 2.3 These Terms supersede any of Buyer's general terms and conditions of purchase, regardless of whether or when Buyer has submitted its Order Confirmation, PI, or such terms. Seller expressly rejects Buyer's general terms and conditions of purchase, and fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions or serve to modify or amend these Terms.
- 2.4 In case of conflict, the following order of precedence shall apply:
 - 1) any individually signed Contract by the Seller and the Buyer in writing
 - 2) Order Confirmation or PI
 - 3) these Terms
 - 4) Quotation

3. Orders and Acceptance

- 3.1 Orders are binding only upon Seller's written confirmation (Order Confirmation or PI).
- 3.2 Seller may refuse any order at its sole discretion without liability.

4. Prices and Payment

- 4.1 Prices are as stated in the Quotation or PI, unless otherwise agreed.
- 4.2 All prices are exclusive of VAT, customs duties, taxes, insurance, freight, and handling charges unless otherwise stated.
- 4.3 Unless otherwise agreed and specified in Contract, payment shall be made in full by T/T at least 10 business days prior to shipment.
- 4.4 Late payments shall accrue interest at 8% per annum above the applicable benchmark rate (e.g. EURIBOR, SOFR), or the maximum rate permitted by law, whichever is lower, calculated consecutively from the day following the shipment till Buyer's actual full payment.

5. Delivery and Transfer of Risk

- 5.1 Delivery shall be made in accordance with Incoterms 2020, as specified in the PI or Order Confirmation.
- 5.2 Risk of loss or damage passes to Buyer upon delivery in accordance with the agreed Incoterm.

- 5.3 Unless otherwise agreed and specified, delivery dates given by Seller are estimates only and are subject to shipping variations and requirements. Seller shall use reasonable efforts to meet delivery dates but shall not be liable for delays, losses caused by shipping, customs, supplier issues, or force majeure.
- 5.4 Seller may, in its sole discretion, without liability or penalty, make partial deliveries of Goods to Buyer. Unless otherwise agreed and specified, each delivery will constitute a separate sale, and Buyer shall pay for the units shipped, whether such delivery is in whole or partial fulfillment of Buyer's purchase order.

6. Inspection and Acceptance

- 6.1 Buyer shall inspect Goods immediately upon receipt and notify Seller in writing of any visible defects, shortages, or non-conformities within two (2) business days upon receipt. "Non-conformities" refers only the following: (i) Goods shipped is different than those identified or described in the Order Confirmation; or (ii) Goods label or packaging incorrectly identifies its contents.
- 6.2 Failure to notify within this period shall constitute acceptance of the Goods.
- 6.3 If Seller delivers to Buyer a quantity of Goods of up to 5% more or less than the quantity set forth in the Order Confirmation, Buyer shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods at the price set forth in the Order Confirmation adjusted pro rata.

7. Warranty

- 7.1 Warranty terms are governed by the separate NordiTube Standard Warranty Terms (version in place at the time of order), which form an integral part of the Contract.
- 7.2 Seller shall have no liability beyond the scope of the Warranty Terms.
- 7.3 The detailed warranty claim procedure and notification timelines are specified in the NordiTube Standard Warranty Terms (version in place at the time of order).
- 7.4 Except for the express warranty terms set forth in NordiTube Standard Warranty Terms (version in place at the time of order), Seller makes no express or implied warranty whatsoever with respect to the Goods, including any (a) warranty of merchantability; (b) warranty of fitness for a particular purpose; or (c) warranty against infringement of intellectual property rights of a third party; whether arising by law, course of dealing, course of performance, usage of trade, or otherwise. Buyer acknowledges that it has not relied upon any representation or warranty made by Seller, or any other individual or entity on Seller's behalf, except as specifically provided in NordiTube Standard Warranty Terms (version in place at the time of order).

8. Limitation of Liability

- 8.1 Seller's aggregate liability arising out of or relating to the Contract, whether arising out of or related to breach of Contract, tort (including negligence) or otherwise, shall not exceed the contract price of the Goods giving rise to the claim.
- 8.2 Seller shall not be liable for indirect, incidental, exemplary, punitive or consequential damages, including but not limited to loss of profits or revenues or diminution in value, loss of business, or third-party claims arising out of or relating to the Contract, regardless of (a) whether such damages were foreseeable, (b) whether Seller was advised of the possibility of such damages, and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.
- 8.3 Nothing in these Terms shall limit or exclude liability for death or personal injury caused by Seller's gross negligence or willful misconduct based on formal finding by the applicable legal authority under

applicable law.

9. Termination

- 9.1. In addition to any remedies that may be provided under these Terms, Seller may terminate the Contract with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under the Contract and such failure continues for 10 business days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.
- 9.2. Buyer, without prejudice to any other remedy for breach of Contract, may terminate the Contract with immediate effect upon written notice to Seller, if Seller (i) seriously fails to perform obligation(s) under the Contract, (ii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.
- 9.3. Unless under the circumstances mentioned above or mutually agreed by the two parties, Buyer shall not have the right to unilaterally terminate the Contract.

10. Compliance and Export Control

- 10.1 Buyer shall comply with all applicable laws, regulations, and governmental orders, including but not limited to export control, trade sanctions, anti-boycott, and customs regulations of the United States, the European Union, the United Nations, and any other jurisdiction relevant to the Contract.
- 10.2 Buyer shall not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any Goods supplied under this Contract to:
- a) any country, territory, or region subject to comprehensive trade sanctions (including but not limited to Cuba, Iran, North Korea, Syria, Crimea, Donetsk and Luhansk regions of Ukraine, or any other region as may be designated from time to time).
 - b) any person or entity listed on applicable restricted party lists, including but not limited to the U.S. Department of Treasury's Specially Designated Nationals and Blocked Persons List (SDN List), the EU Consolidated Sanctions List, the UN Sanctions List, and other relevant national or international denied-party lists.
 - c) any end-use related to weapons of mass destruction, nuclear, chemical, or biological weapons, missile technology, or military end-use in violation of applicable laws.
- 10.3 Buyer shall, at its own expense, maintain all certifications, credentials, licenses, and permits necessary to conduct its business relating to the purchase or use of the Goods.
- 10.4 Buyer shall indemnify and hold harmless Seller from any liability, penalty, or loss arising from Buyer's breach of this Clause. Seller reserves the right to immediately suspend or terminate deliveries if it reasonably suspects a breach of this Clause and shall not be liable for any liability arising thereof.

11. Force Majeure

Seller shall not be liable for any failure or delay caused by or resulting from events beyond its reasonable control, including but not limited to natural disasters, strikes, epidemics, wars, sanctions, supplier delays, or government actions. The Seller shall notify the Buyer within a reasonable time and take reasonable steps to mitigate the impact. If the event continues for more than three (3) months, either party may terminate the

unperformed part of the Contract by written notice.

12. Assignment.

Buyer's rights, interests, or obligations hereunder may not be assigned, transferred, or delegated by Buyer without the prior written consent of Seller. Any purported assignment or delegation in violation of this provision is null and void. No assignment or delegation relieves Buyer of any of its obligations under these Terms.

13. No Third-Party Beneficiaries.

These Terms benefit solely Buyer and Seller. Nothing in these Terms, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

14. Notices.

All notices shall be in writing and addressed to the other party at the addresses set forth on the face of the Order Confirmation or to such other address for either party as that party may designate by written notice. All notices must be delivered by nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested).

15. Governing Law and Dispute Resolution

15.1 Unless otherwise agreed and specified in Contract, governing law shall be the law of the Seller's contracting entity specified below:

- **NordiTube TECHNOLOGIES SE:** Belgian law, with exclusive jurisdiction of the courts of the judicial district of Liège, Belgium.
- **NordiTube AUS PTY LTD:** the laws of Australia, with exclusive jurisdiction of the courts of South Australia.
- **NordiTube USA LLC:** the laws of the State of Texas, USA, with exclusive jurisdiction of the state and federal courts located in Texas, USA.
- **NordiTube ASIA PACIFIC PTE LTD or any other affiliates:** the laws of Singapore, with exclusive jurisdiction of the courts of Singapore.

15.2 The language of all proceedings shall be English.

15.3 The prevailing party in any action or proceeding arising out of or relating to this Contract shall be entitled to recover from the losing party all reasonable costs and expenses incurred in connection with such action or proceeding, including but not limited to reasonable attorneys' fees, court costs, expert witness fees, and other litigation-related expenses.

16. Survival

Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of these Terms, including but not limited to, the following provisions: Limitation of Liability, Compliance and Export Control, Governing Law and Jurisdiction, and Survival.

17. Miscellaneous

17.1 No waiver or modification of these Terms shall be valid unless agreed by Seller and Buyer in writing.

17.2 If any provision of these Terms is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity,



illegality, or unenforceability shall not affect any other provisions of these Terms or invalidate or render unenforceable such provision in any other jurisdiction.

17.3 These Terms are drafted in English. Translations may be provided for convenience only. In case of conflict, the English version shall prevail.

