

# LACUNA

## General terms and conditions of sale and delivery

### 1. APPLICATION AND VALIDITY

For any sale from Lacuna A/S (hereinafter "Lacuna") to the buyer ("Buyer"), the following general sales and delivery conditions apply, unless they are expressly deviated from by written agreement. In the event of any inconsistency with the Buyer's general terms and conditions or conditions in the Buyer's acceptance, the following terms and conditions of sale and delivery take precedence.

### 2. QUOTATIONS & ACCEPTANCE

Written quotations are valid for 30 days from the date of the quotation, unless otherwise stated in the quotation. The purchase is final when the Buyer has confirmed the order to Lacuna with an 'OK'. It is at all times the Buyer's responsibility to ensure that the order confirmation corresponds to the product the buyer wishes to order.

### 3. THE ITEM OF SALE

The item of sale constitutes an individualized, specially manufactured order purchase made to the Buyer's specifications. Lacuna has the right, without notice, to make changes to the technical specifications of the goods that do not significantly change the product's properties and usability.

### 4. THE PURCHASE AMOUNT

All prices listed are excl. VAT and delivery costs.

### 5. CANCELLATION

When a binding purchase agreement has been entered into, cf. 2, the Buyer does not have the right to cancel the order in whole or in part.

### 6. PLACE AND TIME OF DELIVERY

The order confirmation contains an indication of the place and approximate time of delivery. The transfer of risk takes place the moment the goods are made available for the Buyer to pick up at Lacuna's address. Unless the Buyer has expressly and in writing stated in the order submission that delivery at a specific time is a

condition for entering into the agreement, Lacuna always and at any time has the right to postpone the delivery time specified in the order confirmation by up to 14 days. Such a postponement cannot be considered a delay on Lacuna's part.

#### 6.1 Storage rent

If the Buyer's circumstances mean that delivery cannot take place, the goods remain at Lacuna's warehouse at the Buyer's expense and risk. Lacuna is then entitled to charge a reasonable storage rent.

#### 6.2 Partial deliveries

If multiple deliveries are to be made, Lacuna is entitled to withhold a delivery if the Buyer is in default on the payment obligations regarding one or more previous deliveries.

### 7. PAYMENT

The purchase is a cash purchase, unless otherwise agreed. It should be noted that for Buyers who are not regular customers, advance payment is typically agreed before delivery. The Buyer cannot offset the purchase price in the event of claims arising from other legal circumstances, and the Buyer cannot exercise a right of retention or refuse payment due to delay, complaints or counterclaims regarding the specific delivery.

#### 7.1 Default interest and reminder fee in the case of delayed payment

If payment is not made on time, a reminder fee of DKK 100.00 per forwarded reminder, as well as 10% default interest per month commencing from the due date. In the case of payment after the due date, interest on arrears and reminder fees will be settled first.

### 8. RETENTION OF TITLE

Lacuna retains full title to the delivery up to the entire purchase price, incl. any interest and other costs are paid by the Buyer.

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#### 9. DEFICIENCIES

##### 9.1 Installation instructions

Lacuna assumes no responsibility where Lacuna's products are not installed, maintained, used, connected or similar, in accordance with Lacuna's regulations and/or specifications for the same. The regulations can be found at any time on Lacuna's website or can be obtained at any time by contacting Lacuna.

##### 9.2 Remedy of deficiencies

As the item of sale constitutes an individually specially manufactured order purchase according to the Buyer's specifications, Lacuna has an extended right of remedy. This also applies after delivery has taken place, which is why a delay in such a case can never be considered significant. Lacuna's remedy right precedes the Buyer's potential claims for redelivery and cancellation.

##### 9.3 Complaint deadline

Regarding defects that are discovered, or should have been discovered, in connection with the investigation that proper business use requires, the Buyer must notify Lacuna in writing immediately and no later than 7 days after the defect is or should have been discovered. The absolute deadline for complaints is set at 1 year from delivery.

#### 10. LIABILITY

Lacuna is under no circumstances liable for compensation to the Buyer for lost profits, lost savings or other indirect losses or consequential damages that result from the use of the sold item or the inability to use it, regardless of whether Lacuna has been informed of the possibility of such claims, or from claims for Buyer regarding claims from third parties.

##### 10.1 Export

The Buyer is solely responsible for ensuring that the item of sale can be used legally in the Buyer's home country and for the purposes assumed by the Buyer, including any approval of the products by public authorities.

#### 11. FORCE MAJEURE

If, according to the conditions of the agreement, events of an unusual nature occur which hinder, complicate or make the fulfilment of the agreement more expensive and these are beyond the control of the parties, including but not limited to labour disputes (strikes and lockouts), fire, war, riots, acts of terrorism, internal unrest, weather and natural disasters, currency restrictions, public seizure, import or export bans, interruption of normal traffic, including energy supply, significant price and/or tax increases, currency fluctuations, production and delivery difficulties resulting from circumstances beyond Lacuna's fault, as well as the occurrence of force majeure and/or hardship with relevant sub-suppliers, Lacuna shall be entitled to be released from its obligations under this agreement, without that the Buyer can, for this reason, exercise powers of default against Lacuna.

#### 12. CHOICE OF LAW AND JURISDICTION

All disputes arising from agreements with Lacuna are settled according to Danish law and must be brought before the Maritime and Commercial Court in Copenhagen.

#### 14. EFFECTIVENESS

These general terms and conditions of sale and delivery are valid from and including 5 October 2022 and replace previous sales and delivery conditions from April 2017.

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