

Dantonit A/S

Terms and Conditions of Sale and Delivery as of 9 April 2026

1. Scope of Application

In these Terms and Conditions of Sale and Delivery, the following terms shall have the meanings set out below:

Buyer:

The party to whom Dantonit A/S (the Seller) supplies goods and/or services and who has entered into a written agreement with the Seller in this respect, including any party who has otherwise placed an order with the Seller.

Seller:

Dantonit A/S, CVR no. 30898400.

These Terms and Conditions of Sale and Delivery apply to all deliveries. Any deviation from the terms shall only be valid if agreed in writing.

2. Offers

Offers are valid for 30 days from the date of the offer. The Seller reserves the right to prior sale, meaning that the Seller shall not be bound by its offer if, prior to the Buyer's acceptance, the Seller has sold to a third party, thereby making fulfilment of the offer from the Seller's own production facility impossible.

3. Orders

The Buyer's written or oral orders shall only be binding on the Seller upon the Buyer's receipt of the Seller's written order confirmation.

4. Prices

All prices are exclusive of raw material tax, production remuneration, energy surcharge, natural gas surcharge, and VAT. Any agreement on fixed prices shall apply within the agreed periods and quantities. However, the Seller reserves the right, without prior notice, to adjust fixed prices if the Seller incurs additional costs due to, but not limited to, increased oil, gas, or electricity prices, increased material costs, or new and/or amended legislation, including but not limited to increased taxes, changes to rules on deduction of energy taxes, etc.

5. Terms of Payment

Regardless of whether the Buyer or the Seller arranges transport, quantities shall be determined based on weighing or measurement at the Seller's production site. The payment term is stated in the submitted offer. The Seller is entitled to require cash payment. In the event of late payment, the Seller shall be entitled to charge interest in accordance with the Danish Interest Act. Failure to comply with the Seller's payment terms shall be deemed a material breach of contract, entitling the Seller to immediately suspend further deliveries and to demand immediate payment of any outstanding receivables, whether due or not yet due.

A handling fee of DKK 39.00 per invoice shall be added to all paper invoices. This fee does not apply to invoices sent by email. Requests for future invoices to be sent by email may be addressed to: nbs@ncc.dk.

6. Set-off

The Seller reserves the right to set off any claims against the Buyer, regardless of whether such claims relate to other agreements, including claims held by other companies wholly or partially owned by NCC AB (the Swedish parent company of Dantonit A/S) against the Buyer.

7. Delivery

Delivery shall be made ex works, loaded on the Buyer's vehicle at the Seller's production site, unless otherwise agreed in writing. Where delivery by the Seller has been agreed (delivered duty paid to site), unloading shall take place as close to the place of use as access conditions allow, at the discretion of the driver. If the Buyer is not ready to receive the delivery at the agreed time and place, the Seller reserves the right to invoice the Buyer for any additional costs incurred as a result. If the Buyer directs access over terrain that is not suitable for driving, any damage shall be at the Buyer's expense, including any time loss incurred by the Seller. In the case of Seller-arranged delivery, the goods shall be deemed delivered once unloading has been completed.

8. Liability for Delay

The Seller shall not be liable for delayed delivery caused by circumstances attributable to the Buyer, including blocked or insufficient access routes to the delivery site. The Seller reserves the right to invoice the Buyer for any additional costs incurred as a result. The Seller's liability for delay shall in no event exceed the invoiced value of the delayed goods.

Furthermore, the Seller shall not be liable for delays arising without fault on the part of the Seller and beyond the Seller's control, including force majeure (e.g. strike or lockout) or adverse weather conditions rendering production or transport impossible or disproportionately costly. It shall not be a requirement for invoking force majeure that there is objective impossibility; subjective impossibility for the Seller shall be sufficient.

In such cases, delivery shall be postponed until as soon as possible after the impediment ceases. The Seller shall notify the Buyer of the occurrence of the impediment and provide a new delivery date.

9. Inspection upon Receipt

Prior to loading/unloading, the Buyer shall ensure that the delivery note corresponds to the order and shall conduct a visual inspection of the goods during loading/unloading.

10. Returns

Goods may only be returned if unused and in the same condition as at delivery. In the event of return of Dantonit products, 50% of the sales price shall be deducted. Pallets are supplied as one-way pallets and cannot be returned.

11. Documentation

All documentation relating to quantities, consistency, and similar characteristics shall be determined upon completion of loading at the Seller's production site. The Seller's internal quality control shall constitute the applicable documentation basis.

12. Limitation of Defect Liability

The delivery is subject to a 5-year supplier liability for defects in accordance with AB 18 section 12(5). In the event of defective delivery, the Seller shall, at its discretion, remedy the defect, replace the goods, or credit the purchase price. The Buyer shall not be entitled to make any further claims against the Seller, including claims for direct or indirect losses or consequential damages. Under no circumstances shall the Seller's liability exceed the invoiced value. Complaints must be submitted in writing immediately after the Buyer becomes, or should have become, aware of the defect. Failure to do so shall result in forfeiture of the right to invoke the defect. Claims against the Seller shall lapse six months after delivery.

13. Limitation of Product Liability

The Seller's product liability is limited to a maximum of DKK 2 million. The Seller shall not compensate for loss of time, operating losses, loss of profit, consequential damages, or other indirect losses. If the Seller is held liable for product liability vis-à-vis a third party, the Buyer shall indemnify the Seller for any claims exceeding DKK 2 million. In the event of legal proceedings, the Buyer shall accept being joined before the same court/arbitral tribunal handling the claim against the Seller.

14. Termination

The Seller is entitled to terminate agreements, in whole or in part, where there is a reasonable cause preventing performance, or where performance has become disproportionately burdensome for the Seller. Such reasonable cause may include, but is not limited to:

- Expiry or withdrawal of an excavation permit, or the occurrence of circumstances, including regulatory requirements (e.g. archaeology, conservation, or environmental requirements), rendering raw material extraction impossible or, in the Seller's assessment, unprofitable.
- The deposit not containing the anticipated raw materials, or extraction proving more costly than anticipated.
- Closure of a production site, resulting in significantly increased transport costs.
- Depletion of the requested quantity or type of raw materials at the relevant quarry.

The Seller shall give notice of termination as early as possible and shall incur no liability irrespective of the notice period, given

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the nature of the reasonable cause.

15. NCC Code of Conduct and Compliance with Sanctions Laws

By entering into agreements with the Seller, the Buyer agrees to comply with and adhere to NCC's Code of Conduct and the business principles set out therein. NCC's Code of Conduct is available at www.ncc.dk.

The Buyer shall comply with all applicable sanctions, including, but not limited to, economic and financial sanctions and trade embargoes imposed, administered, or enforced by the United Nations (UN), the European Union (EU), the United States, or the United Kingdom (collectively, the "Sanctions Laws"). In the event of the Buyer's failure to comply with the Sanctions Laws, the Seller shall be entitled, without incurring any liability towards the Buyer, to terminate the agreement in whole or in part with immediate effect. The Buyer shall be liable for all direct damages, losses, costs, and expenses arising from the Buyer's or its subsidiaries' breach of the Sanctions Laws. The Buyer shall not be liable for indirect or consequential damages.

16. Personal Data

Dantonit processes personal data in connection with the administration and performance of the customer relationship in accordance with Regulation (EU) 2016/679 (the General Data Protection Regulation – GDPR) and applicable national data protection legislation. Dantonit acts as an independent data controller for the described processing.

Where one party processes personal data on behalf of the other party and thus acts as a data processor, the parties shall, upon request and without undue delay, enter into a data processing agreement in accordance with Article 28 of the GDPR. No party may process personal data on behalf of the other until such agreement has been entered into.

The legal basis for processing personal data is performance of this agreement and/or Dantonit's legitimate interests pursuant to Article 6(1)(b) and/or (f) of the GDPR. The processed personal data typically include identity and contact details (e.g. name, email address, and telephone number) as well as information related to the business relationship (e.g. payment history).

Information on Dantonit's processing of personal data, including purposes of processing, retention periods, and data subject rights, as well as contact details of Dantonit's data protection officer, appears in NCC's privacy policy, which also applies to Dantonit and is available at:

<https://www.ncc.dk/kontakt-os/om-dette-website/meddelelse-om-privatlivsbeskyttelse/>

17. Disputes

Any dispute arising in connection with this agreement, including disputes regarding its existence or validity, shall be governed by Danish law and finally settled by arbitration before the Danish Building and Construction Arbitration Board (Voldgiftsnævnet for bygge- og anlægsvirksomhed) in accordance with the rules adopted by the Arbitration Board and in force at the time the arbitration proceedings are commenced.