

## General terms and conditions of sale and delivery for business customers for Norcover ApS June 2024

### 1. Introduction

- 1.1 These terms and conditions apply to all offers, sales and deliveries, unless otherwise agreed in writing between the parties. The client's own terms and conditions of business and delivery are only effective if they are acknowledged in writing by Norcover ApS ("Norcover"). Offers take precedence over these conditions in the event of a conflict between the documents.
- 1.2 All delivery and installation is made in accordance with AB 18. AB 18 is agreed between the parties, unless the rules have been deviated from in writing by a separate agreement or in these terms of delivery.

### 2. Offers and prices, etc.

- 2.1 Offers are valid for 8 days from the date of the offer. The offer has been made on the basis of current material prices. Norcover reserves the right to adjust prices if material increases occur. Adjustment is made in accordance with the applicable index for the relevant material prices, including steel, concrete, etc.
- 2.2 The Client is responsible for specification in connection with the submission of tenders. Errors and omissions in the client's specification – and their consequences – are irrelevant to Norcover.
- 2.3 The client's special conditions, if any, must be stated in the order confirmation/contract if these are to be made applicable to Norcover.
- 2.4 Changes to submitted offers must be in writing in order to be valid.
- 2.5 In the event of cancellation of orders, Norcover is entitled to invoice the customer for the derived and related costs of the cancellation, but at least 2% of the order amount.

### 3. Regarding the delivery

- 3.1 Steel frames are dimensioned in accordance with the rules and norms in force at any given time. The design of the structures may differ from the project material. The developer must be responsible for the preparation/collection of static calculations. If Norcover assists in obtaining this, the cost of this must be borne by the developer.
- 3.2 It is the responsibility of the client to check and approve the drawings and instructions submitted by Norcover before installation begins. If the client has not responded before the start of installation, the structure will be installed according to the submitted drawings. Norcover has the right to make changes if it turns out that what has been agreed is not appropriate.

### 4. Delivery time

- 4.1 Our delivery time is stated at the best estimate. In order to meet the delivery time, it is necessary for Norcover to have all the dimensions and details of the construction no later than 8 weeks before delivery. Furthermore, a building permit must be obtained. The final agreement on delivery time is entered into when the order has been fully clarified, i.e. the day all the client's specifications for the order are received by Norcover.
- 4.2 The delivery time may be extended if delays occur that are not due to Norcover's circumstances, including, for example, but not limited to:
  1. Weather
  2. The client's conditions
  3. Supplier's conditions
  4. Third-party relationships
  5. Changes in the agreed work
  6. Lack of building permit
  7. Illness among Norcover's employees or major disease epidemics
  8. Force Majeure Events
  9. Circumstances comparable to this
- 4.3 The Client pays a diary and/or compensates Norcover for losses in the event of delay due to the Client's circumstances, including losses due to unused capacity, transport, installation or similar indirect losses, such as - but not limited to - operating losses, loss of time, loss of profit, loss of earnings. In the event of delay due to the client's circumstances, the client may be imposed a daily penalty of 0.5% of the contract sum excluding VAT per working day. Norcover reserves the right to cover losses that exceed the contractual penalty.
- 4.4 Upon completion of Norcover's installation, the delivery is deemed to have been handed over, so that the risk of the delivery at this point in time is transferred to the client regardless of the time of delivery of the entire building.

### 5. Payment Terms

- 5.1 Net cash according to agreed payment instalments. If payment is made after the due date, interest on late payment + fee will be calculated.
- 5.2 Norcover may require the client to provide satisfactory security for the payment of the delivery.
- 5.3 The Client may under no circumstances withhold payments or set off. Withholding payment means that the contractor can immediately stop the work and terminate the contract. In such cases, the contractor can claim compensation in accordance

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with the general rules of Danish law.

## **6. Property**

- 6.1 The delivered remains the property of Norcover until payment has been made in full.

## **7. Delivery and assembly**

- 7.1 The construction site (including access roads) must be cleared, level and sustainable, so that a 45 tonne – 20 m long semi-trailer can drive forward to and through the gable of the building, forward in the middle of the house to the opposite gable, where the installation starts. The floor of the building must be level so that there is room to put the rafters down to assemble them. If the building is not roadworthy, there must be roadworthy underlay all the way up to the plinth. There must be no live overhead lines within hoisting distance. Norcover is not responsible for the nature of the road, lack of load-bearing capacity and any damage that may occur as a result, whether on the property of both the developer and third parties, including the property of the carrier and Norcover.
- 7.2 If, in Norcover's opinion, the construction site conditions are not in accordance with the delivery conditions, additional time consumption will be invoiced according to the time spent and the costs of rectifying the conditions. Any damage to equipment and materials that can be attributed to the nature of the construction site will be invoiced to the client.
- 7.3 There must be a minimum of 16 amp. power plugs available within a distance of max 75 m to the farthest point of the building.
- 7.4 The client has full responsibility for ensuring that the anchor bars for rafters and gable columns are below the anchor iron plate. All anchor bar plates must be in the same cove, unless otherwise agreed. Anchor iron plates must be cleaned of concrete residues etc. No part of the plinth may be cast or bricked higher than anchor iron plates before rafter installation. If this happens anyway, the additional costs associated with Norcover will be invoiced according to the time spent and the associated costs.
- 7.5 It is the client's responsibility and a prerequisite that lines and elevations are set aside and that these are visible and accessible throughout the installation process.
- 7.6 Repair paint to the extent necessary is made available to the client. Any cleaning from transport dirt and repair work after transport and installation damage is not included in the contract.
- 7.7 The client must be responsible for re-tensioning the wind bracing before final handover.
- 7.8 In addition, it is the client's responsibility to ensure that building foundations and cast-in parts are deposited and/or cast/re-cast correctly.

## **8. Specifically for assembly work**

- 8.1 The Client makes welfare facilities available to Norcover and its subcontractors' installers free of charge.
- 8.2 Installation areas must be prepared and cleared before Norcover starts installation and Norcover is not responsible for any form of demolition, reconstruction or covering.
- 8.3 Concrete where holes are to be drilled must be without reinforcement.
- 8.4 Scaffolding is not included in the offer.
- 8.5 The surveyor is the client's delivery.
- 8.6 The Client is responsible for ensuring that installation can take place unhindered in accordance with the conditions stated in section 10 and is obliged to indemnify Norcover for any costs resulting from installation problems, as the responsibility rests solely with the Client. Norcover is entitled to invoice the developer for any additional costs as a result.
- 8.7 It is the responsibility of the client to carry out clean-up after the installation has been completed.
- 8.8 The Client is responsible for the disposal of waste, other leftovers, packaging and materials, including steel strips, plastic corners and wooden blocks.

## **9. Insurance**

- 9.1 The client/buyer is obliged to take out all-risk construction insurance, including fire and storm damage insurance. Norcover and its subcontractors must be co-insured on the policy. The insurance conditions must include the work already carried out and the material delivered on the construction site. Norcover shall take precedence over other entitled parties, including the client/buyer. The deductible is capped at DKK 100,000.00 per insurance event.
- 9.2 It is the client's responsibility to ensure that Norcover, in connection with work on existing buildings or facilities, is co-insured on the client's building, movable property and operating loss insurance, so that in the event of damage, no claim/recourse claim can be made against Norcover.
- 9.3 The Client is obliged to send a copy of the policy to Norcover. Until this is available, Norcover is entitled not to initiate production or delivery of the order.

## **10. Defects and complaints**

- 10.1 Norcover's liability only covers its own work, and Norcover is thus not liable for other contractors' prior work, including the substrate on which the delivery is mounted.
- 10.2 It is the responsibility of the client to examine what has been delivered upon delivery. In the event of visible defects and defects in the contract, Norcover must be notified of this immediately. The client must ensure photo documentation of the defects that are to be rectified. The client cannot later invoke defects that could or should have been discovered at the time of handover.
- 10.3 After handover, the client is responsible for ongoing operation and maintenance in accordance with the Construction Act.

manuals and the like. Complaints cannot be made about defects, failures, etc. as a result of lack of maintenance.

- 10.4 Complaints about defects must be made immediately after they are discovered.
- 10.5 In the event of defects, the contractor has the right to rectification. Norcover assesses whether repairs, redelivery or delivery should take place.
- 10.6 The contractor does not provide a guarantee for the fulfilment of its obligations under AB 18's rules on this.

#### **11. Liability**

- 11.1 Norcover is obliged to provide contractual service. Norcover is not responsible for errors and defects that can be attributed to the work of other contractors.
- 11.2 Norcover cannot be liable for loss and damage as a result of interruptions, delays, disruptions or operating losses, loss of profit or other indirect or consequential loss.
- 11.3 Any liability for damages is limited to the contract price.

#### **12. Product liability**

- 12.1 To the extent that Norcover has established commercial and product liability insurance, and the latter may be subject to product liability towards third parties, the developer must rely on this insurance.
- 12.2 Norcover's product liability is limited to direct losses. Norcover is thus not liable for indirect losses, including, but not limited to, loss and damage as a result of interruptions, delays, disruptions or operating losses, loss of profit or other indirect or consequential loss.

#### **13. Force majeure, etc.**

- 13.1 The following circumstances result in Norcover being exempt from liability when they occur after the conclusion of the agreement and prevent it from being fulfilled:
  - a) Any circumstance beyond the control of the parties, such as - but not limited to industrial disputes, fire, extraordinary natural events, war, unforeseen military call-ups, requisitioning, seizure, currency restrictions, riots, disturbances, lack of means of transport, scrapping of major works, restrictions on driving requirements missing or delay by suppliers, material shortages, epidemics and the like.
  - (b) Circumstances as mentioned in clause 13.1 which had occurred before the conclusion of the agreement, if their influence on the performance of the agreement could not be foreseen at that time.
  - c) Norcover is entitled to terminate the agreement when its performance within a reasonable time becomes impossible due to the factors set out in clause. 12.1 or 12.2 mentioned circumstances. In this connection, the developer is not entitled to compensation or compensation.
  - c) The Client has the right to cancel an agreement entered into due to delay due to the circumstances mentioned in section 12.1 if it has lasted for more than 3 months or due to another delay when this can be considered to be extremely significant. Norcover reserves the right to invoice the costs actually incurred up to the time of cancellation. In this connection, the developer is not entitled to compensation or compensation.

#### **14. Delivery**

- 14.1 Delivery is deemed to have taken place when delivery or assembly has taken place.
- 14.2 In the case of delivery in stages, cf. the offer and/or order confirmation/contract, the stages are deemed to have been delivered separately.

#### **15. Applicable law**

- 15.1 Applicable law is Danish law, regardless of the place of application of the supplied.

#### **16. Disputes and Governing Law**

- 16.1 Disputes shall be settled by the Danish Building and Construction Arbitration Board, whose decision is final. All disputes are settled in accordance with Danish law.
- 16.2 If one party does not pay its share of the collateral collected by the Arbitration Board, the other party is entitled to bring the case before the City Court in Viborg.