

SALES AND DELIVERY TERMS FOR CONCRETE

1 PRICES/VOLUMES

- 1.1 The prices are stated per m³ exclusive of VAT and environmental/ regulatory taxes valid on the day of delivery, free delivered at a delivery address within the normal market area of the plants.
- 1.2 The prices are based on delivery of full loads within the opening hours and delivery times specified in the pricelist. A surcharge will be calculated for delivery outside the specified hours as well as for delivery of volumes smaller than the quantities specified in the pricelist.
- 1.3 The concrete volume stated in the delivery note represents the volume of the concrete with the targeted air content.
- 1.4 Time on site exceeding the maximum time stated in the price list will be charged according to the current price list.
- 1.5 Unicon A/S will invoice all deliveries in accordance with the pricelist valid on the day of delivery.

2 PAYMENT

- 2.1 Up to date of invoice plus 8 days net (private customers).
- 2.2 Up to current month + 15 days net.
- 2.3 In the event of late payment, interest will be added and a reminder fee of DKK 100 will be charged if a written reminder is sent in accordance with the Danish Interest Act.

3 DELIVERY

- 3.1 It is the buyer's responsibility to obtain the necessary permits for setting up in trafficked areas, and notify at the site where delivery takes place.
- 3.2 The delivery will be delivered and unloaded at the place of use or as close to it as access conditions allow.
If the buyer requests delivery across surfaces with insufficient loadbearing capacity, any consequential damage shall be at the expense of the buyer.
- 3.3 The delivery time is when the delivery has arrived at the delivery address or been picked up at the factory.
- 3.4 We will strive to deliver within 15 mins. prior to, and up to 30 mins. after, the agreed delivery time.

4 CHANGES

- 4.1 If the buyer wishes to change the time of delivery of a consignment/partial consignment in full discharge of liability, notice must be given before 10am on the day before the agreed time of delivery.
- 4.2 If the buyer wishes to make changes to ordered agreements, this must be done in writing.

5 INSPECTION UPON RECEIPT

- 5.1 Prior to unloading, the buyer shall check the specifications of the delivery note, and during unloading the buyer is to maintain visual control to make sure that the delivery is in accordance with the order. The buyer or his representative must sign the delivery note to confirm receipt of delivery and furthermore to confirm that the specifications of the delivery note are in accordance with the required specifications of the supply ordered by the buyer.

6 CONCRETE CONTROL

- 6.1 Unicon A/S' plants are certified by Dancert, which ensures that deliveries comply with applicable standards and regulations.
- 6.2 Unicon A/S' quality management system in accordance with DS/EN ISO 9001 ensures that concrete quality and quality control are documented in accordance with applicable standards and regulations.
- 6.3 Individual results as well as the statistical processing of the results from the internal quality control are available to the buyer by written agreement.
- 6.4 If no other written agreement has been made, Unicon A/S' internal quality control shall be the basis for documentation.
- 6.5 Unicon A/S guarantees that the delivered concrete at the time of delivery corresponds, as a minimum, to the specifications stated on the delivery note.

7 USE OF PRODUCT AND FINISHING

- 7.1 Unicon A/S is without liability, if the buyer has ordered a concrete supply which is not suitable for the purpose or the casting conditions.
- 7.2 Unicon A/S is not liable for quality reduction, caused by premature desiccation, inadequate compression, covering or finishing. Unicon A/S is not liable for colour differences or other circumstances caused by change of specifications, including changes of the specifications made by Unicon A/S' material suppliers, in standing orders.
- 7.3 Unicon A/S cannot be held liable for any loss of consistency or separation during the flow of the concrete in the concrete pump.
- 7.4 Any addition to the concrete, initiated by the buyer, is at the buyer's risk.

8 LIABILITY FOR DEFECTS/WARRANTY LIABILITY

- 8.1 The delivery is delivered with 5 years supplier liability for deficiencies in accordance with the regulations in AB 18, Section 12, Subsection 5.
- 8.2 Where the buyer is the developer and performs the work himself, the 5-year period is calculated from the time of delivery.
- 8.3 If a developer can prove that a claim for deficiencies can only with great difficulty be enforced against the buyer, the claim can be asserted directly against Unicon A/S.

9 PRODUCT LIABILITY

- 9.1 Unicon A/S is liable for damage if it can be proven that the damage is due to a deficiency in the delivery.
- 9.2 Unicon A/S has taken out product liability insurance.
- 9.3 Should Unicon A/S be subject to product liability against any third party, the buyer is obligated to indemnify Unicon A/S from that part of the claim for compensation, which exceeds DKK 15 million. In case of a trial, the buyer shall let himself be sued at the same court of law that is hearing the claim against Unicon A/S.

10 LIMITATION OF LIABILITY

- 10.1 In case of liability for defective delivery (including product liability) and delay, Unicon A/S' liability does not include operating loss, loss of time, loss of profit or other indirect loss. In case of liability for delay or defective delivery, Unicon A/S' liability is maximised to the price of the delayed/defective delivery.
- 10.2 In the event of downtime, machine damage or other breakdown of concrete pumps, Unicon A/S assumes no liability and no compensation shall be paid.

11 COMPLAINTS

- 11.1 The buyer's written claim stating the nature and scope of the claim shall be handed over to Unicon A/S immediately after (no more than 10 days after delivery) that the buyer knew or ought to have known the circumstances causing the claim. If such notice is not given, any future claim will be forfeited.
- 11.2 No repair work may be initiated without prior agreement with Unicon A/S.

12 EXEMPTION FROM LIABILITY (FORCE MAJEURE)

- 12.1 Unicon A/S is not liable for delays caused by circumstances mentioned in AB 18 section 39.

13 CONSULTING

- 13.1 Unicon A/S will to the best of its ability advise the buyer on the choice of products, their functions and suitability for specific purposes. It is expressly agreed that such technical advice or assistance provided without separate charge does not impose any liability or obligation on Unicon A/S in respect of such advice and assistance or for the results obtained.
- 13.2 Unicon A/S only accepts liability in addition to this if Unicon A/S has provided separate written advice to the buyer in the form of preparation of actual calculations or in the form of a separate written statement on the usability of the sold product for a specifically stated purpose to a buyer who cannot be assumed to possess the necessary expertise in the area to independently assess the question of the product's suitability. Unicon A/S' liability is limited to a maximum of DKK 100,000 in the event of erroneous consultancy and does not include operating loss, loss of time, loss of profit or other indirect loss. Unicon A/S has no liability for statements that are based on a discretionary judgement or assessment.

14 DISPUTES

- 14.1 Disputes, if any, between the parties shall be settled by arbitration at the Danish Court of Arbitration for the Building and Construction Industry.

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