

### 1. Application

These sales and delivery terms apply for Zeppelin Danmark A/S' (hereafter "Zeppelin") sales of machines and parts to the customer (hereafter "customer") plus workshop jobs for the customer, unless otherwise agreed in writing between Zeppelin and the customer.

The Sales and Delivery terms and the conditions in it, are also applicable to any warranty documents issued by Zeppelin, unless otherwise explicitly stated on such warranty document.

### 2. Quotations

Only quotations in writing are binding. All quotations are subject to being unsold and are valid one month from date of quotation. If the customer wants special specifications that are not included in Zeppelin's standard specifications, these must explicitly be written in the quotation. Delivery times stated in the quotation are subject to changes from Zeppelin's suppliers and to the quoted items being unsold.

### 3. Orders

All orders are binding by way of our written order confirmation. Hereafter the order cannot be cancelled, changed or postponed by the customer without written acceptance from Zeppelin and against payment of 20% of the order value. Supplemental orders, such as attachments and installment of these, are treated as separate orders.

### 4. Extent of delivery

Delivery includes only the specifications explicitly specified in the quotation, order confirmation respectively, also including attachments and services for later delivery.

### 5. Prices

The price of the sales object is specified in the order confirmation. Unless otherwise stated the price is exclusive of VAT, customs duties and other fees. When giving fixed prices these only apply within the periods given for acceptance and delivery deadline. Complaints about invoices issued by Zeppelin must be with Zeppelin not later than 7 calendar days after invoice has been issued.

### 6. Price adjustment

When selling new sales objects, the price stated in the order confirmation is increased proportionally if Zeppelin's suppliers increase prices towards Zeppelin and these price increases comprise ordered, but not yet delivered sales objects. However, the customer can cancel the agreed order by informing Zeppelin in writing immediately after the customer has been informed of the price adjustment.

### 7. Delivery

Unless otherwise agreed, all shipments are delivered free to the customer in Denmark and FAS ([Incoterms@2020](#)) in any Danish harbor for shipments to the Faeroe Islands and Greenland.

Shipment and delivery are made at the customer's risk, if Zeppelin is not responsible for the shipment. Time of delivery is stated in the order confirmation and is based on the customer's specifications of the object at the time of ordering. In cases of delay, Zeppelin will inform the customer hereof as soon as possible. Delay does not entitle the customer to

cancel or demand compensation. Zeppelin cannot be held responsible for any indirect losses due to late delivery.

If delivery has not taken place four weeks after a written claim from the customer, the customer is entitled to cancel the deal, however, such cancellation does not give the customer any rights to compensation in any form.

### 8. Force majeure

Zeppelin is not responsible for lack or delay in the fulfilment of the agreement, if this is due to circumstances over which Zeppelin has no influence or which render the fulfilment of the agreement unreasonably onerous, such as industrial conflicts, fire, unusual natural incidents.

### 9. Trade in

Trade in of used equipment can only happen upon agreement. Dealing with traded used equipment, the risk does not pass to Zeppelin until physical delivery of the equipment. Shipment and delivery are made at the customer's risk, if Zeppelin is not responsible for the shipment. The trade in is conditioned to the used equipment being in the condition it had at the time of the agreement, except deterioration due to ordinary wear and tear in the period up to delivery. Consequently maintenance and possible repair costs until time of delivery are paid by the owner. Due payments on unpaid debts lie with the owner until time of delivery to Zeppelin.

### 10. Payment

Payment terms are stated in the order confirmation. Unless otherwise agreed, payment must be made, without setoff (and including additional costs), before or at purchase or no later than the day of delivery of the sold goods. In case of late payment, the customer has to pay an interest rate of 1.5% per month on the total invoiced amount as well as a handling fee of DKK 100, - for each written reminder of payment.

We do not accept payment in cash, but only payment by debit card, bank transfer or credit card. Payment terms will be seen as a fatal term. We can attach conditions to credit card payments.

The customer is not entitled to withhold payment due to counterclaims of any kind.

### 11. Retention of title

Ownership stays with Zeppelin until the entire purchase price including interests and delivery costs have been paid in full.

### 12. Right to complain and deficiencies liability In general:

Regarding Denmark and bridge-linked islands:

Zeppelin provides a right to complain for 12 months as from delivery date. The deadline for complaints of 2 years in the Danish Sale of Goods Act has thus been deviated from. During the complaints period Zeppelin will free of charge perform any repairs on the equipment that can be referred to equipment defects, production defects or preparation defects that were present before transition of the risk. Zeppelin cannot be held responsible for indirect losses that are due to deficiencies of the delivered – thus including operating losses, lost profits and other financially consequential losses. If Zeppelin makes any remedial actions in the complaints period the mentioned

complaints period is not prolonged. Re- pair and replacement of parts are done to the ex- tent Zeppelin finds necessary to keep the machine fully operational.

If the agreed payment terms are not met, customer loses his right to complain until payment conditions are up to date.

Regarding not-bridge-linked islands in Denmark:

Zeppelin provides the same rights of complaints; however, the customer bears the costs of travel, accommodation and waiting time.

Regarding Faroe Islands:

Zeppelin provides the same rights of complaint as in Denmark; however, Zeppelin reserves the right to use a third party to carry out any repairs.

Regarding Greenland:

Zeppelin provides the same rights of complaint in Nuuk as in Denmark.

In Greenland outside of Nuuk, the customer bears the costs of travel, accommodation and waiting time.

Regarding machines used outside of Denmark:

Individual service and warranty conditions will be agreed.

- **Special conditions for equipment under 5 tons:**

As stated above, except that the equipment has to be delivered carriage paid to Zeppelin. The customer will be charged the valid hourly mileage rate if a mechanic has been called to the customer's job site.

- **Special conditions for used equipment:**

Unless otherwise agreed in writing the used equipment is delivered as is and Zeppelin cannot be held responsible for any actual defects.

- **Product liability**

Zeppelin Danmark A/S is only responsible for the damage the sold equipment might cause if the damage can be documented as being blamed on a fault on the part of Zeppelin. However, Zeppelin is never liable for any operating loss, loss of profit or other indirect losses. Zeppelin Danmark A/S' liability to material damage can never exceed 1 million DKK. Zeppelin is only liable to the customer 1 year from delivery of equipment for the damages the equipment might cause. To the extent that Zeppelin is made liable for the use the customer might make of the sold equipment – including resale – the customer is bound to indemnify Zeppelin for the liability imposed upon them to the extent the liability is with- in the agreed terms.

The customer is liable to bring actions against himself at the same court that hears claims for damages against Zeppelin on account of the sold equipment.

Any changes in the construction of the attachment or the equipment that may change the function or safety of the product, carried out by other than Zeppelin, occur on the customer's risk. All changes call for new CE approval, which lies with the customer.

### 13. Machines equipped with Product Link

Data concerning the machine, the machine's condition, and the machine's operation is being transmitted by Product Link to Caterpillar and/or Caterpillar's dealers to better serve the customer and to improve upon Caterpillar products and services. The information transmitted may include: machine serial

number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments.

Caterpillar and/or Caterpillar's dealers may use this information for various purposes, including but not limited to: (a) providing services to the customer and/or the machine; (b) checking or maintaining Product Link equipment; (c) monitoring the machine's health or performance; (d) helping maintain the machine and/or improve the machine's efficiency; (e) evaluating or improving Caterpillar products and services; (f) complying with legal requirements and valid court orders; (g) performing market research; or (h) offering the customer new products and services.

Caterpillar may share some or all of the collected information with Caterpillar affiliated companies, dealers, and authorized representatives. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure. Caterpillar recognizes and respects customer privacy.

### 14. Cross-default

Customer's violation of an agreement regulated by the sales and delivery terms, will be considered as violation of any agreement the customer and Zeppelin must have initiated, which gives Zeppelin the right to hold delivery of any goods or service according to such agreements (cross default). Zeppelin's potential violation of agreements does not give the customer the right to violation as it concerns other contract agreements.

### 15. Marketing

Zeppelin has the right to use the customer's name and logo in marketing expressions.

### 16. Responsibility disclaimer

The customer cannot claim compensation regarding direct or indirect losses, including production losses, just like the customer can not make Zeppelin responsible for no compliance with contracts that the customer has entered into with third parties. In all cases, Zeppelin's collective liability for contractual agreements is limited to the lowest value of the following: the total price of the offer or the customer's documented loss.

### 17. Product Information

Any product information - whether it originates from Zeppelin or one of Zeppelin's business associates – including information about weight, dimensions, capacity or other technical data in catalog, description, prospectus, ad or the like, are to be considered as informative only and is only binding in so far Zeppelin explicitly refers to it in the offer and/or other confirmation. Specific claims from the customer are binding only as far as they are confirmed in writing by Zeppelin.

**18. Disputes, choice of law**

Any disputes between the parties arising out of or in relation to a purchase agreement regulated by these Sales and Delivery Terms, will be settled by Danish law with the exception of applicable law and the international purchase law (CISG). Any dispute that may arise in connection with this contract, including disputes relating to the existence or validity of the contract shall be settled by the court of the Maritime and Commercial Court in Copenhagen as exclusive / chosen venue.

**19. Privacy and Personal data**

Parties shall render their full cooperation in order to enable the other party to fulfil its obligations under the applicable relevant laws and regulations in respect of the protection of personal data.

In performing its obligations in the course of the agreement, Zeppelin shall comply with any and all applicable relevant laws and regulations in respect of the protection of personal data relating to customer.

Zeppelin shall process personal data relating to customer only on behalf of customer, in so far as required for the performance of its obligations under the Agreement.

Zeppelin shall implement appropriate technical and organizational measures to protect personal data relating to customer against unauthorized or unlawful processing.

If deemed necessary, the Zeppelin Data Processing agreement shall be attached as attachment to these Terms and conditions of sale by Zeppelin and signed by customer.

**20. Changes in customs duties and taxes on products from the USA**

Any potential increases in customs duties and taxes on products from the USA are not included or taken into account in the offer or order confirmations, respectively, whereas such increased customs duties and taxes will be charged to the customer, just as any other costs in connections therewith will be charged to the customer.

Any delay related thereto will result in an extended delivery time to the customer, without the customer thereby having the right to assert any remedies for breach of contract of any kind.