

Terms and Conditions of Sale and Delivery for O.H. Industri A/S

Version February 2026

1. Basis of contract

These Terms and Conditions of Sale and Delivery (the “Terms”) apply to all quotations, offers, orders and agreements for deliveries from O.H. Industri A/S, CVR no. 11567436 (“OH”) as supplemented by (i) the applicable Guidelines, O.H Door Blanks and Panels on the handling, use and surface treatment of OH's products (“OH Guidelines”) as well as (ii) the Technical Requirements for the Manufacture of Windows and Exterior Doors from the Association of Danish Windows Manufacturers (“Technical Requirements”). For the purposes of interpretation, (i) OH's order confirmation, (ii) these Terms, (iii) the OH Guidelines, (iv) the Technical Requirements and (v) Danish law apply in the order of precedence stated.

2. Conclusion of agreements

OH issues order confirmations for all orders. Once the order confirmation has been issued, a binding contract is deemed to have been concluded. The customer is obliged to carefully check the order confirmation. In case of any errors in the order confirmation the customer shall notify OH not later than on the date specified for such notification in the order confirmation or, where no date is specified, not later than by 17.00 hours on the working day following customer's receipt of the order confirmation; otherwise the order confirmation is binding, and the order will be put into production. OH is not responsible for any errors in the order confirmation, including errors in regard to product names/designations, types, dimensions, colours, or otherwise. An order received by OH as an electronic file is binding on the customer even without OH's order confirmation, and the customer cannot subsequently correct the order, as the order is immediately put into production.

OH shall not be liable for the customer's assumptions as to the use of OH's products or for them having specific properties, qualities or functionalities, unless the same have been expressly identified in these Terms, or OH has expressly guaranteed in the order confirmation any such use, specific properties, qualities or functionalities.

3. Terms of delivery terms and time of delivery

Deliveries shall take place Carriage Paid To (Incoterms 2020) at the location indicated in the order confirmation unless otherwise expressly agreed in writing.

Delivery takes place when OH hands over the delivery to the first carrier and the customer bears the full risk for loss of or damage to the delivery from delivery and during transportation. The customer is obliged to ensure that the products are insured during transportation.

Time of delivery shall be as specified in the order confirmation; however, the delivery time shall be considered approximate only and shall not be binding on OH unless otherwise expressly agreed in writing.

OH shall be entitled to make part deliveries and deliveries before the agreed delivery time.

4. Prices, payment terms and security

All prices payable by the customer is expressly specified in the order confirmation. OH reserves the right to invoice the customer for any additional delivery or other service that OH has accepted to perform but that is not specified in the order confirmation, such as freight, packaging, duties of any kind and transportation insurance.

All prices are payable on delivery unless otherwise agreed in writing in the order confirmation. In the event of late payment OH is entitled to charge interest at the default rate determined by OH at any time, currently 1 % per month based on the amount due until payment is made.

The customer shall not be entitled to retain or offset any counterclaim in payments due to OH unless such counterclaim has been expressly accepted by OH or has been finally established by a competent court.

OH is entitled to demand at any time that the customer within five (5) working days prepay the delivery or provides adequate security – as determined by OH in its total discretion - for the customer's payment obligations, inclusive of any applicable VAT, and OH is entitled to hold back production of the order or withhold delivery until such prepayment or security has been provided. This provision shall apply even where OH has not prior to or following the formation of any contract made any specific reservation in that respect.

5. Liability for delay

Subject to any entitlement of OH under clause 4 in regard to the provision of security, in the event that the express time of delivery is exceeded by more than ten (10) working days and the delay causes considerable inconvenience to the customer, the customer is entitled to send to OH a written demand for delivery, identifying a new delivery time which may under no circumstances be less than five (5) working days from the date the customer's demand is received by OH, and which must be reasonable and given in due consideration of the existing delay and its cause. Where OH has failed to take reasonable measures to ensure delivery within the new delivery time, the customer is entitled to cancel the order in question.

Any liability of OH shall be limited to an amount equivalent to the order confirmation price of the delayed delivery or part delivery.

6. Liability for defects

OH's liability for defects resulting from manufacturing or material defects, including castings and gluing errors, ceases five (5) years after OH's delivery to the customer.

Complaints about visible defects must be made by the customer in writing upon receipt of the delivery and in any event no later than five (5) working days after delivery and before the commencement of processing of the products. For hidden defects, a complaint must be made no later than ten (10) working days after the customer discovered or ought to have discovered the defect. In the event of a later complaint, the customer loses the right to make a claim for defects.

OH is not liable for defects or damages, including warping, damage, cracks in the veneer etc., which are caused (1) by the customer, (2) by incorrect assembly, (3) by lack of or insufficient maintenance (4) during transportation, (5) by incorrect storage or handling of the delivery, (6) by the customer's processing or assembly of the delivery, (7) by exposure to weather conditions, sunlight or moisture or (8) any treatment or handling contrary to the OH Guidelines or the Technical Requirements.

OH assumes no responsibility for (1) sandwich panels delivered untreated from OH, including solid sandwich panels in pine/mahogany/oak, raised & fielded MDF sandwich panels, sandwich panels with glass cutouts, and veneered sandwich panels, (2) cracks in wood lamellas

in solid sandwich panels in pine/mahogany/oak (only warranty on cracks in glue joints between wooden lamellas), (3) raised & fielded sandwich panels in pine/mahogany/oak that are larger than 400 mm in width, (4) curvature of sandwich panels, (5) if the lacquer surface is broken or damaged, (6) minor veneer cracks and natural variation in structure in veneered sandwich panels and door blanks, (7) curvature of door blanks fitted with one-point locks, (8) the veneer on pine veneered sandwich panels and door blanks, as cracks and breaks in the veneer will inevitably occur as a result of rapid drying out, (9) door blanks and sandwich panels, which have not been painted prior to installation, (10) cracks in veneer or paint due to lack of surface treatment maintenance, and (11) delamination or swelling caused by inadequate sealing of cut-outs. Reference is also made to the applicable OH Guidelines and the Technical Requirements.

In the event of a justified complaint within the warranty period, OH's liability is limited to the delivery of a new equivalent product free of charge. However, OH is entitled to rectify deficiencies instead if OH assesses that rectification can be carried out in a responsible manner. OH does not cover costs of dismantling the product, processing of new product, assembly of new product or similar costs. However, for door plates, OH provides a compensation of DKK 2,000 (excl. VAT) for the first door and DKK 1,000 (excl. VAT) per door for subsequent doors for the same complaint, if the customer proves that the door has been delivered and installed and that the customer did not or did not ought to have discovered the defect before further delivery, use or installation. OH does not otherwise provide any compensation.

The customer's rights are limited to those expressly set out in these Terms and cannot otherwise make claims on account of any defect in OH's deliveries.

7. Product liability

If a defect in OH's product results in personal injury or damage to consumer property, OH will be liable in accordance with the general rules of Danish law, including the law on product liability in force at any given time. In case of damage to business property, OH's liability for damages is limited to an amount equal to the invoice value of OH's defective product.

To the fullest possible extent permitted by law the customer agrees that OH disclaims any non-statutory product liability that is based on case law.

8. General Limitations of Liability

In no event shall OH be held liable for any incidental or consequential loss including without limitation any loss of profit, business, revenue, goodwill or anticipated savings or earnings or any special, exemplary, liquidated or consequential damages or penalties of whatever nature or other financial loss whatsoever arising out of or in connection with any order or contract of delivery.

OH shall not be liable for any loss because of defects, delays or any other damage due to circumstances beyond OH's control, including war, terror, vandalism, fire, boycotts, import or export restrictions, pandemics, civil or political disorder, strike, lockout, shortage of manpower or supplies, major natural events, or the like.

The limitations of liability set out in these Terms do not apply if the customer's loss has arisen because of OH's intentional or grossly negligent acts.

9. Retention of title

Notwithstanding the passing of risk in the products to the customer, title in the products shall remain with OH and OH shall retain title and ownership until it has received cleared payment in full in respect of (a) all sums due to OH for the products which are the subject of the contract and (b) all other sums which may become due to OH from the customer under any other contract or on any account.

Until title in the products has passed to the customer, the customer shall be in possession of them as OH's bailee and shall store the products, properly insured and protected, separately from any others, clearly marked and identifiable as belonging to OH. OH may enter any premises upon reasonable notice to verify compliance with this clause.

If the customer fails to make any payments to OH when due, or if OH is entitled to terminate the contract, then OH will have the right, without prejudice to any other remedies, to enter, without prior notice, any premises where products may be to repossess and dispose of any such products, and/or to require the customer not to resell or part with such products until paid for in full.

The customer shall not be entitled to pledge or charge any of OH's products and if the customer does so all monies owing by the customer to OH shall (without prejudice to any other right or remedy of OH) forthwith become due and payable.

10. Applicable law and jurisdiction

All orders and contracts for delivery shall be governed by and construed in accordance with the laws of the Denmark (including United Nations Convention on Contracts for the International Sale of Goods) without reference to any principles of the conflicts of laws. The parties hereby irrevocably and unconditionally consent to the exclusive jurisdiction of the courts of Denmark with the Maritime and Commercial Court of Copenhagen (Sø- og Handelsretten i København) in the first instance for any action, suit or proceeding arising out of or relating to any order or contract for delivery.

However, this does not preclude OH from applying to the competent ordinary court at the jurisdiction of the customer or where the products are located to take possession of delivered products to enforce the retention of title referred to in paragraph 9.