



General terms of Sales and Delivery

These General Terms of Sale and Delivery (“Terms”) govern all quotations, offers, order confirmations, sales, deliveries, and services (collectively, the “Products”) from NORQI ApS (“NORQI”) to any customer (the “Buyer”). These Terms are exclusive and binding on both parties unless NORQI expressly agrees in writing to specific deviations. Any additional or different terms proposed or referenced by the Buyer (including in purchase orders, general conditions, or correspondence) are hereby rejected and shall have no effect unless expressly accepted in a written instrument signed by NORQI. Buyer’s issuance of a purchase order, acceptance of an order confirmation, or receipt/use of the Products without prompt written objection constitutes acceptance of these Terms. In the event of any conflict or inconsistency, these Terms prevail over Buyer’s terms and over any other documents, unless a later NORQI document explicitly states otherwise in writing. No waiver, amendment, or modification is valid unless made in writing by NORQI. References to “in writing” include electronic communications.

1. Quotations and accept

- *Validity:* Unless stated otherwise in the quotation, NORQI’s quotations are valid for 30 calendar days from the quotation date and are subject to withdrawal or change by NORQI at any time prior to Contract formation.

- *No Offer / Non-Binding:* Quotations are invitations to treat only and not binding offers. Descriptions of Products, prices, lead times, and specifications in a quotation are indicative and may be updated before Contract formation.

- *Acceptance & Contract Formation:* A binding agreement (the “Contract”) arises only when NORQI issues a written order confirmation to the Buyer. NORQI may accept, reject, or partially accept any order in its discretion. Any Buyer acceptance that is late, conditional, or contains additions/variations constitutes a counteroffer.

- *Order Confirmation Controls:* The order confirmation governs the Contract’s scope, price, delivery terms, and lead time. In case of conflict with the quotation or Buyer documents, the order confirmation prevails.

- *Errors & Omissions:* NORQI reserves the right to correct clerical, typographical, or computational errors in any quotation or order confirmation.

- *Subject to Availability & Prior Sale:* Quotations are subject to stock/production availability and prior sale of components or Units.

- *Exclusions & Adjustments:* Unless expressly stated, quoted prices exclude VAT, duties, fees, insurance, packaging, freight, installation/commissioning, and surcharges (e.g., energy, raw materials). Any Buyer-requested changes after quotation may require a revised quotation and adjusted pricing/lead times.

2. Delivery and transfer of risk

As a rule, the Buyer is responsible for coordinating and booking collection/transport. An indicative pick-up date will appear on NORQI’s order confirmation.

Incoterms, EXW: All Products are delivered EXW (Incoterms® in force on the Contract date) at NORQI’s facility/address stated in the order confirmation (“Delivery Point”). Risk of loss/damage passes to Buyer when the Products are placed at Buyer’s disposal at the Delivery Point. Loading, transport, insurance, export/import clearance, and related formalities/costs are the Buyer’s sole responsibility.

- *Delivery Dates:* Any delivery/availability dates are indicative only. Time is not of the essence. NORQI may make partial deliveries and invoice each separately. NORQI is not liable for delay unless expressly agreed in a signed writing; in no event shall delay give rise to consequential or indirect damages.

- *Collection & Failure to Delivery:* Buyer must collect the Products promptly on the agreed date/time. If Buyer fails to take delivery, the Products are deemed delivered, and NORQI may (i) invoice the Products, (ii) store them at Buyer’s risk and cost (including reasonable storage/handling/insurance fees), and/or (iii) resell after reasonable notice, crediting Buyer net of costs, storage, and a reasonable resale fee.

- *Inspection of Handover:* Buyer shall inspect the Products at collection/handover. Any visible damage, shortages, or discrepancies must be noted in writing at handover and confirmed to NORQI without undue delay. Hidden defects must be notified promptly upon discovery. Handling/transport claims must be pursued directly with the carrier.

- *No Returns Without Approval:* No Products may be returned for credit without NORQI’s prior written approval and RMA/reference number. Approved returns must be new, unused, uninstalled, in original, undamaged packaging with all accessories and documentation, and returned DAP NORQI (or as instructed) prepaid and at Buyer’s risk. A restocking charge (minimum 20%) and inspection/repair/repacking fees may apply.

- *Non-Returnable Items:* Custom/specially produced items, discontinued Products, electrical/electronic components, software/firmware, and any Products opened, installed, used, or damaged are non-returnable.

- *Title:* Title retention (if agreed) is governed by the Contract’s Retention of Title clause; nothing herein alters the risk transfer under EXW.

3. Right of ownership

- *Title Retained:* Title to all goods sold (“Products”) remains with NORQI ApS (or any assignee of NORQI’s rights) until NORQI has received full and final payment of the purchase price including interest, fees, taxes, delivery/packing charges, and any other costs payable by the Buyer (the “Secured Obligations”).

- *Scope:* The retention of title covers all Products in NORQI’s portfolio, including accessories, components, replacements, and items mounted on/in the Products, as well as any repaired or replaced parts supplied during the warranty or otherwise.

- *Possession, Risk & Care:* Risk passes per the agreed Incoterms, but until title transfers the Buyer shall: (i) hold the Products as bailee for NORQI; (ii) keep them clearly identifiable as NORQI’s property, unmixed and unencumbered; (iii) maintain them in good condition; and (iv) keep them insured at full replacement value, noting NORQI as loss payee and assigning any insurance proceeds to NORQI to the extent of the Secured Obligations.

- *Prohibition on Security & Disposition:* Until title passes, the Buyer must not pledge, grant security over, or otherwise encumber the Products. Any attempted disposition contrary to this clause is void as against NORQI, to the extent permitted by mandatory law.

- *Resale by Intermediary (Conditional):* Where the Buyer is a reseller/intermediary and resale in the ordinary course of business is permitted, such resale is conditional upon a) Proceeds Trust/Assignment. The Buyer holds all resale proceeds (including receivables) on trust for NORQI and assigns them to NORQI up to the amount of the Secured Obligations. The Buyer must keep such proceeds separate and identifiable and promptly remit them to NORQI. b) Retention Through Chain. The Buyer must, where lawful and practicable, notify the end-user that title is retained by NORQI until NORQI is paid in full and ensure that any terms of sale do not prejudice NORQI’s retention or its right to vindicate the Products. c) No Default. Any permission to resell automatically terminates upon Buyer’s default or Insolvency Event.

- *Processing, Combination, or Accession:* If the Products are processed, combined, or installed with other items, NORQI’s retention of title shall, to the maximum extent permitted by mandatory law, extend proportionally to the new product or to any resulting receivable. The Buyer shall provide all information and documents necessary for identification and tracking.

- *Insolvency & Right to Reclaim:* If the Buyer enters insolvency, bankruptcy, reconstruction, compulsory dissolution, composition, or similar proceedings, or suspends payments (each an “Insolvency Event”), NORQI may, to the extent permitted by mandatory Danish law: a) Terminate the Contract for cause; b) Reclaim and recover possession of any unpaid Products, whether in the Buyer’s or a third party’s control; c) Enter the Buyer’s premises (or any third-party premises where the Products are stored) during normal business hours to identify, segregate, and retrieve the Products; and d) Collect assigned

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receivables or proceeds directly from the end customer. The Buyer (and any administrator/estate) must cooperate fully to facilitate identification and recovery, including granting access and providing stock lists, serial numbers, and location data.

- *Registration/Perfection*: The Buyer shall execute all documents and take all actions reasonably requested by NORQI to perfect, register, or maintain this retention of title (or any equivalent security interest) under applicable law, without undue delay and at Buyer's cost.

- *Accounting & Set-Off*: NORQI may appropriate any recovered Products and/or collected proceeds towards the Secured Obligations in such order as NORQI determines. Any shortfall remains payable by the Buyer. Any surplus (after costs and the Secured Obligations) will be remitted to the Buyer to the extent required by law.

- *No Waiver*: Delivery of Products, acceptance of checks/transfers, or delayed enforcement does not waive NORQI's retention rights. Retention of title is in addition to and without prejudice to any other rights or remedies available to NORQI at law or in equity.

4. Delivery

- *Grace Period, On-Time Delivery*: Delivery on or before the date stated in NORQI's order confirmation plus a grace period of fourteen (14) business days ("Grace Period") is deemed on time and not a breach.

- *Exclusive Remedies After Grace Period*: If delivery occurs after the Grace Period (and the delay is not excused under cl. 4 below), the Buyer's sole and exclusive remedies are, at Buyer's election: (i) Demand Delivery within a reasonable additional period notified in writing (not less than ten (10) business days); or (ii) Cancel the undelivered portion of the Contract after the additional period has expired without delivery, and claim compensation strictly per cl. 5.

- *Partial Deliveries*: NORQI may make partial deliveries. Any cancellation under cl. 2(ii) may only concern the undelivered part.

- *Extensions for Force Majeure & Buyer-Caused Delay*: Delivery dates are automatically extended by the time reasonably required where delay is caused by: (a) Force Majeure (see clause 14), or (b) any act/omission of the Buyer, including without limitation failure to make payments (including for prior deliveries), provide information/approvals, or ensure site readiness/utilities/access. Extensions apply even if the cause arises after the original delivery date has expired. Concurrent delays entitle NORQI to an extension reflecting the combined impact.

- *Liability Cap, Exclusions*: If the Buyer cancels under cl. 2(ii), NORQI's total aggregate liability for delay is capped at fifty percent (50%) of the invoiced value of the cancelled part of the Contract. Indirect, consequential, or punitive damages are excluded, including without limitation loss of profit, loss of production, loss of business or goodwill, cover/purchase price differences, liquidated damages payable by Buyer to third parties, and downtime or penalty clauses in Buyer's contracts.

- *Time Not of the Essence, Notice*: Time of delivery is not of the essence. Any right to cancel or claim under this clause requires written notice from the Buyer without undue delay once the right arises. No other remedies for delays (including price reductions) are available.

- *Readiness for Collection*: For EXW deliveries, readiness for collection within the applicable period constitutes delivery. Failure by the Buyer or its carrier to collect is at Buyer's risk and cost and does not create a delay by NORQI.

5. Prices

- *List Prices, Changes with Notice*: NORQI may adjust its generally applicable list prices at any time within its sole discretion. NORQI will give the Buyer not less than thirty (30) calendar days' prior notice before such list prices take effect. List price changes apply prospectively to new quotations/orders and to any undelivered Products where cl. 3 applies.

- *Transaction Prices Exclude Taxes/Charges*: Unless expressly stated otherwise in writing by NORQI, all prices quoted (incl. in quotations, order confirmations, and invoices) are exclusive of VAT, sales/use taxes, withholding, excise, customs/duties, import/export fees, brokerage, insurance, packaging, pallets, environmental/EE fees, and

any other governmental charges. All such amounts are payable by the Buyer in addition to the price.

- *Price Regulation for Undelivered Products*: For any Products not yet delivered/ready for collection, NORQI may adjust the agreed price to reflect documented increases or surcharges arising after the Contract date due to any of the following, without limitation: a) Currency fluctuations between the quotation/confirmation currency and NORQI's cost currency; b) Supplier price increases (components, subassemblies, freight, packaging); c) Material/commodity increases (e.g., stainless steel, copper, electronics, energy); d) Labour cost changes (including collective agreements, statutory charges); e) Logistics and energy surcharges (fuel, carrier GRI, war risk, congestion); f) Governmental action (new/changed laws, tariffs, sanctions, embargoes, anti-dumping duties, compliance schemes, EPR/EEE/WEEE fees); g) Force Majeure-related cost impacts (cf. clause [Force Majeure]); h) Buyer-caused changes or delays (spec changes, call-off dates, split deliveries, expedited/deferral requests, site readiness). Adjustments shall be reasonable and based on the actual cost impact on the undelivered Products. On request, NORQI will provide a brief cost-change rationale.

- *FX Mechanism*: Where prices are tied (explicitly or implicitly) to non-DKK currencies, adjustments under cl. 3(a) will be calculated using the ECB reference rate (or, if unavailable, a comparable reputable source chosen by NORQI) between (i) the quotation or order-confirmation date (as specified by NORQI) and (ii) five (5) banking days before scheduled delivery/readiness for collection.

- *Change in Law & Taxes*: Any change in law or in tax rates/interpretations taking effect after the quotation or order confirmation—and affecting the Products or their delivery—shall be for the Buyer's account, including new environmental or product-compliance costs.

- *Errors & Omissions*: NORQI may correct clerical, typographical, and computational errors in any price at any time. An obvious error does not bind NORQI.

- *Minimum Order & Small-Order Surcharges*: NORQI may apply minimum order values and/or small-order/handling surcharges as stated in the quotation or price list in force at the time of Contract.

- *Scope Changes*: Any Buyer-requested change to specifications, quantities, configuration, documentation, testing, compliance markings, packaging, delivery profile, or Incoterms entitles NORQI to adjust price and lead time accordingly.

- *Validity of Quotations*: Unless otherwise stated, quotations remain valid for 30 calendar days and are subject to withdrawal prior to NORQI's order confirmation. The order confirmation controls price and scope.

- *No Set-Off for Price Disputes*: Price adjustments made in accordance with this clause do not entitle the Buyer to withhold, set off, or delay payment of undisputed amounts. Any dispute must be raised promptly in writing; the undisputed portion remains immediately due.

6. Terms of payment

- *Credit Term (Max 30 Days)*: Unless NORQI specifies a shorter term in the order confirmation, payment is net thirty (30) calendar days from the invoice date. Interest accrues from the due date until actual payment pursuant to the Danish Interest Act. Payments received are applied first to interest, second to costs/fees, and **last to principal.

- *Credit Insurance Condition*: The above credit term applies only where NORQI can obtain and maintain credit insurance for the Buyer on acceptable terms. If credit insurance cannot be obtained, is reduced, or is withdrawn, NORQI may require cash in advance or a payment guarantee (bank guarantee or equivalent) for up to 100% of the Contract value as a condition precedent to delivery/production.

- *Prepayment for Large Orders*: For any single order with a total value of EUR 10,000 or more (or equivalent to another currency calculated at the ECB reference rate on the order-confirmation date), the Buyer shall pay 50% of the order value in advance before NORQI commences production, and allocates capacity, or orders long-lead components.

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The balance is due prior to shipment/EXW readiness unless otherwise agreed in writing or covered by valid credit insurance. NORQI may structure alternative milestone payments at its discretion.

- **Taxes, Fees & Charges:** All bank charges, transfer fees, and withholding taxes are for the Buyer's account. The invoiced amount must be received by NORQI in full and free of deductions.

- **No Set-Off, No Withholding:** The Buyer may not set off any claims against NORQI's payment claims or withhold payment for any reason (including disputes or warranty claims), whether arising under this or any other agreement, unless expressly agreed in writing by NORQI.

- **Late Payment, Suspension & Acceleration;** On late payment, NORQI may, without liability, (i) suspend production, delivery, commissioning, warranty handling, and any other performance under this or any agreement with the Buyer; (ii) revoke credit terms and require cash in advance for outstanding and future deliveries; (iii) charge statutory reminder/collection fees and reasonable recovery costs.

- **Termination for Non-Payment:** If the overdue amount is not paid within thirty (30) calendar days after the due date, NORQI may terminate the Contract (in whole or in part) and claim compensation for all losses, costs, and expenses arising from the Buyer's breach (including but not limited to storage, demobilization, re-stocking, resale losses, and administrative costs). Termination is without prejudice against NORQI's other rights and to interest already accrued.

- **Retention of Title & Other Security:** All deliveries remain subject to NORQI's Retention of Title provisions. NORQI may at any time require additional security or advance payment if the Buyer's creditworthiness deteriorates or circumstances reasonably warrant it.

- **Currency & Conversion:** Where needed (e.g., cl. 3), currency thresholds and equivalents are determined using the ECB reference rate (or a comparable reputable source if unavailable) on the order-confirmation date.

- **No Waiver:** Acceptance of partial payments, delayed enforcement, or continued performance does not waive NORQI's rights under this clause.

7. Product information

- **Indicative Only:** Any product information - whether provided by NORQI or its business partners—including prices, weights, dimensions, capacities, performance data, technical specs, drawings, CAD, catalogues, brochures, prospectuses, websites, advertisements, case studies, demo videos, and samples—is for guidance only and not binding.

- **Binding Only if Incorporated:** Such information becomes binding solely to the extent that NORQI expressly and specifically incorporates it by reference in a written quotation or order confirmation (the "Contract Documents"). In the event of conflict, order confirmation prevails.

- **Buyer Requirements:** Any specific requirements, claims, or representations relied upon by the Buyer (including fitness for a particular purpose, integration with third-party systems, throughput, or site-specific performance) are binding only if explicitly confirmed in writing by NORQI in the Contract Documents.

- **Tolerances & Substitutions:** NORQI may apply normal manufacturing tolerances and may, without affecting conformity, implement design updates, component substitutions, or minor deviations that do not materially impair form, fitness, safety, or function, including changes required by law or standards.

- **Test Conditions:** Stated capacities, cycle times, and performance figures (including energy use) are based on specified test conditions and measurement methods. Actual results may vary with installation, utilities, ambient conditions, load, product, operator practice, and maintenance.

- **Errors & Revisions:** Clerical, typographical, and computational errors (E&OE) and updates to published materials do not bind NORQI. NORQI may correct such errors or revise materials at any time prior to Contract formation and thereafter were clearly erroneous.

- **No Implied Warranties:** No catalogue, brochure, website, or sales discussion creates any warranty, guarantee, or representation beyond those expressly set out in the Warranty or the Contract Documents.

8. Protected and confidential information

- **Definition & Scope:** "Confidential Information" means any information of NORQI (or its licensors/affiliates) disclosed or made available to the Buyer in any form (written, oral, visual, electronic), including without limitation drawings, designs, technical documents, software/firmware, source/object code, APIs, specifications, BOMs, pricing, roadmaps, test data, manufacturing methods, processes, samples, prototypes, and trade secrets, whether or not marked confidential.

- **Ownership:** All Confidential Information is and remains the exclusive property of NORQI (or its licensors). No license or other rights are granted or implied except the limited right to use the Confidential Information solely to evaluate, purchase, install, operate, or service the Products under the Contract.

Use & Disclosure Restrictions: Buyer shall: (i) keep Confidential Information strictly confidential; (ii) not copy, reproduce, translate, decompile, reverse engineer, disassemble, or create derivative works (except to the limited extent mandatorily permitted by law and then only after giving prior written notice to NORQI); (iii) not disclose it to any third party; and (iv) not use it for any purpose other than the permitted purpose above, without NORQI's prior written consent.

- **Access on a Need-to-Know Basis:** Buyer may disclose Confidential Information only to its employees, directors, and professional advisors who need to know it for the permitted purpose and who are bound by written confidentiality obligations no less protective than this clause. Buyers are responsible for any breach by such people.

- **Exclusions:** The obligations hereunder do not apply to information that the Buyer can document: (a) is or becomes publicly available through no breach by Buyer; (b) was rightfully known to Buyer before disclosure; (c) is independently developed by Buyer without use of or reference to the Confidential Information; or (d) is rightfully received from a third party without duty of confidentiality.

- **Compelled Disclosure:** If Buyer is legally compelled to disclose Confidential Information, Buyer shall (to the extent lawful) give prompt written notice to NORQI to permit it to seek protective measures and shall disclose only the minimum required by law while preserving confidentiality (e.g., protective orders, filing under seal).

- **Return/Destruction:** Upon NORQI's request at any time, or upon completion/termination of the Contract, Buyer shall immediately cease use of Confidential Information and return or securely destroy it (including all copies, notes, and derivatives) and certify such destruction in writing. NORQI may require return of physical media, samples, or prototypes.

- **Markings, No Removal:** Buyer shall not remove or alter confidentiality, proprietary, or copyright notices/markings on any materials or media.

- **Export Controls:** Buyer shall not export, re-export, or transfer any Confidential Information in violation of applicable export control or sanctions laws.

- **Injunctive Relief, Remedies:** Unauthorized use or disclosure may cause irreparable harm for which monetary damages are inadequate. NORQI is entitled to injunctive or other equitable relief in addition to any other remedies at law or in equity, without posting bond.

- **Survival & Duration:** This clause survives termination or expiry of the Contract. Confidentiality obligations continue for five (5) years from the date of disclosure; for trade secrets, obligations apply for so long as the information remains a trade secret under applicable law.

- **Feedback:** Any suggestions, feedback, or improvements provided by Buyer regarding the Products or Confidential Information may be freely used by NORQI without restriction or payment, and do not create any confidentiality obligation for NORQI.

- **Audit/Inspection (Technical Materials):** On reasonable notice, NORQI may audit Buyer's compliance with this clause as it relates to technical drawings/documents/software provided under the Contract; such audit shall be conducted during normal business hours and in a manner that protects Buyer's own confidential information.

This version keeps you maximally protected, clarifies ownership, narrows permitted use, adds reverse-engineering and export-control

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prohibitions, provides an injunction hook, and ensures survival and destruction-on-demand.

9. Changes

- *Right to Modify Without Notice*: NORQI may, at any time, introduce design, component, software/firmware, manufacturing, or materials changes to the Products without prior notice, including changes required by law, standards, safety, availability, or end-of-life (EOL) of parts.

- *Non-Material Changes / No Buyer Rights*: Changes that do not materially and adversely affect the Product's form, fit, safety, or function (including cosmetic differences, model/version updates, minor dimensional tolerances, alternative suppliers/components, UI changes, or performance improvements) do not give the Buyer any right to object, cancel, or claim.

- *Material Adverse Change / Sole Remedy*: If NORQI implements a change that materially and adversely alters a key technical specification expressly incorporated in the Contract Documents (e.g., order confirmation/spec annex) such that the Product no longer meets that specification, NORQI will notify the Buyer where practicable. The Buyer's sole and exclusive remedy is to, within five (5) business days of notice, either: a) Accept the modified Product; or b) Cancel the undelivered portion of the Contract affected by the change. Failure to respond within the 5-day period constitutes acceptance. Under no circumstances may the Buyer cancel delivered Products.

- *Exclusions & Limitations*: No cancellation right arises from changes that are: (i) required by applicable law/regulation/standard, (ii) necessary due to supplier constraints, shortages, or EOL, (iii) performance-neutral or favorable, or (iv) caused by Buyer-requested specifications, approvals, or delays.

- *Liability Cap for Cancellations*: If the Buyer cancels under cl. 3(b), NORQI's aggregate liability is strictly limited to refunding any prepayments for the cancelled, undelivered items. Indirect or consequential losses (including cover, loss of profit/production, penalties/liquidated damages in Buyer contracts, or reputational harm) are excluded.

- *Substitutions*: NORQI may supply a Product of the current model/version with reasonably comparable or better specifications. Such substitution is deemed conforming and non-material.

- *Documentation*: NORQI may update manuals, datasheets, labels, declarations, and markings to reflect changes; such updates do not modify the Contract unless expressly agreed in writing.

- *Order Confirmation Controls*: In case of inconsistency, the order confirmation and any subsequently agreed change notes control the binding specifications.

10. Warranty claims

- *Incoming Inspection (3 Days)*: Upon receipt, the Buyer shall immediately inspect the Products for shortages and visible defects. Any such claims must be notified in writing within three (3) calendar days after receipt, with photos and delivery notes attached. Failure to notify within 3 days irrevocably bars these claims.

- *Hidden Defects / Prompt Notice & Long-Stop*: Defects not reasonably detectable at receipt must be notified in writing without undue delay after discovery and no later than twelve (12) months from the delivery date (the "Defect Liability Period"). Claims notified after the earlier of these two points are barred.

- *Scope of NORQI's Liability (12 Months)*: NORQI's liability for defects due to faults in design, materials, or manufacture is strictly limited to the Defect Liability Period in cl. 2. Any longer or different coverage (e.g., Component Warranty months 13–36) applies only if and as expressly stated in NORQI's written Warranty Terms.

- *Unauthorized Changes / Warranty Void*: Any modification to construction, software/firmware, wiring, settings, or the installation of electrical/other components without NORQI's prior written approval immediately voids the Warranty and NORQI's defect liability for the affected Product(s).

- *Claim Form & Content (Condition Precedent)*: All defect/warranty claims must: (i) be in writing; (ii) state order/ invoice no., model/serial no.; (iii) give a clear fault description; (iv) include evidence (photos/videos, error codes, logs); and (v) identify date of delivery and date of discovery. Incomplete notices may be rejected.

- *NORQI's Sole Remedies (Option)*: At NORQI's sole discretion, the exclusive remedy is either: a) Repair of the defective Product/part; or b) Replacement of the defective Product/part with a new/refurbished or functionally equivalent item. No cash/credit alternative is available. Repaired/replacement items carry only the unexpired remainder of the original applicable period.

- *Where Remedy is Performed*: NORQI may perform remedy on site (where installed) or require return to NORQI's facility. Returns require NORQI's prior written authorization (RMA) and instructions.

- *Shipping, Risk & Missing Parts*: Unless NORQI explicitly agrees in writing to prepay/collect, the Buyer shall pack, insure, and ship returns DAP NORQI (Incoterms) at Buyer's risk and cost. On request, any missing accessories/components must be forwarded to the carriage paid to NORQI. Title to replaced parts passes to NORQI upon exchange.

- *Exclusions*: NORQI has no liability where defects arise from improper installation/commissioning, misuse/abuse, operation outside specifications, non-NORQI parts, lack of maintenance, normal wear and tear, chemical damage/scale/corrosion, utilities outside limits, or work by non-authorized personnel (see your other clauses).

- *Finality & Bar*: The Buyer loses the right to remedy if the Buyer fails to give timely notice under cls. 1–2 or fails to provide reasonable access/assistance for diagnosis and remedy.

- *Exclusive Remedies, No Other Claims*: The remedies in this clause are the Buyer's sole and exclusive remedies for defects. The Buyer may not cancel/rescind, claim price reductions, withhold payment, or claim any damages (including direct, indirect, special, punitive, or consequential, such as operational loss, loss of profit, production downtime, or penalties owed to third parties).

- *No Extension*: Inspection, diagnosis, repair, replacement, or return logistics do not suspend, extend, or restart any applicable period (defect liability or warranty). Any goodwill assistance by NORQI does not modify this clause.

11. Product liability

- *Buyer's Duty to Mitigate*: The Buyer shall proactively minimize product-liability risk, including by (i) instructing end-users in proper, safe use and maintenance per the NORQI User Manual; (ii) ensuring installation/commissioning by authorized personnel; (iii) providing/maintaining required warnings, labels, and guards; and (iv) notifying NORQI without undue delay of any incident, near-miss, or safety concern.

- *NORQI's Liability Standard (Mandatory Law Preserved)*: NORQI is only liable for product-liability personal injury or property damage where the Buyer proves gross negligence or wilful misconduct by NORQI or those for whom NORQI is legally responsible, subject to the limitations in this clause and mandatory law.

- *Exclusions / Property in Buyer's Care, and Buyer's Products*: NORQI shall not be liable for: a) Damage to property occurring while the Products are in the possession or control of the Buyer; b) Damage to products manufactured by the Buyer or to other products into which the Products are incorporated; c) Consequential or indirect loss, including loss of profit, production, business, goodwill, data, or third-party penalties/liquidated damages.

- *Same Conditions for Property as for Personal Injury*: NORQI's liability (if any) for property damage in general is limited on the same conditions as for personal injury in cl. 2.

- *Buyer's Indemnity*: If a third party brings a product-liability claim against NORQI, the Buyer shall defend, indemnify, and hold NORQI harmless to the same extent that NORQI's liability is limited or excluded under these Terms, including for costs of defence, settlements, judgments, experts, and recalls, except to the extent the claim is finally

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determined to result from NORQI's gross negligence or wilful misconduct.

- *Claims Handling & Cooperation*: The Buyer must: (i) immediately notify NORQI in writing of any claim, incident, or regulator inquiry; (ii) preserve evidence and provide access to the Product, site, data, and witnesses; (iii) not admit liability, settle, or publicize without NORQI's written consent; and (iv) allow NORQI to direct the defence and strategy. Failure to comply may bar indemnity.

- *Recalls/Corrective Actions*: NORQI may, at its sole discretion, initiate or direct recalls, withdrawals, field actions, or safety notices. The Buyer shall cooperate fully and implement such measures promptly. Cost allocation shall reflect this clause and fault, subject to mandatory law.

- *Limitation of Amount*: To the extent permitted by mandatory law, NORQI's aggregate liability for product-liability property damage under this clause is capped at the lesser of: (i) the Contract price for the affected Products, or (ii) EUR 500,000 per occurrence and EUR 1,000,000 in the aggregate over the Contract. This cap does not limit liability for death or personal injury where such limitation is not permitted by law.

- *Limitation Period*: Any product-liability claim against NORQI must be brought within 12 months from the date the Buyer knew or ought reasonably to have known of the damage and the alleged defect/party, and in any event within the shortest limitation permitted by mandatory law.

- *Insurance*: The Buyer shall maintain adequate product-liability insurance, including coverage for risks arising from integration of NORQI Products into the Buyer's products, and name NORQI as additional insured where customary and permissible. Evidence of insurance shall be provided upon request.

- *No Admission, Reservation*: Investigating a claim, assisting with field actions, or supplying parts does not constitute an admission of liability or waiver of any defence.

This version is precise, allocates duties clearly, and closes common loopholes—while preserving mandatory Danish law where required.

12. General limitation of liability

Cap (50% of Affected Value): To the fullest extent permitted by mandatory law, NORQI's total aggregate liability to the Buyer for or arising out of any delay and/or any defect (including related services) is limited to fifty percent (50%) of the invoiced value of the delayed or defective part of the delivery (the "Affected Part"). Multiple claims/events relating to the same Affected Part are aggregated and subject to the same cap.

No Consequential/Indirect Loss: Under no circumstances—including delay, defects, non-delivery, product liability (property damage), breach of contract, warranty, tort (including negligence), strict liability, indemnity, or otherwise—shall NORQI be liable for indirect, special, punitive, or consequential losses, including production stoppage, loss of profit, loss of revenue, loss of business, loss of data, loss of goodwill, loss of anticipated savings, cover costs, third-party liquidated damages/penalties, or similar financial consequential loss.

- *Scope & Exclusivity*: The limitations above apply regardless of the legal theory and in addition to any exclusive remedies set out in these Terms. The Buyer may not recover duplicate amounts under different theories.

- *Mandatory Law Carve-Outs*: Nothing in this clause limits or excludes liability where such limitation/exclusion is not permitted by mandatory law, including (as applicable) liability for death or personal injury, fraud, or wilful misconduct. Any limitations with respect to gross negligence apply only to the extent permitted by mandatory law.

- *No Set-Off/Withholding*: Disputes or claims subject to this clause do not entitle the Buyer to withhold or set off payments beyond what is expressly allowed elsewhere in these Terms.

13. Intellectual property rights

- *Ownership*: All intellectual property rights (including without limitation patents, utility models, designs, copyrights, software/firmware, databases, mask works, trade secrets, know-how, trademarks, trade dress, and all applications/registrations) in and to the Products and

related documentation are and remain the exclusive property of NORQI (or its licensors). No transfer of ownership occurs.

- *No Implied Rights*: Except for the limited right to use the Products as delivered in accordance with NORQI's manuals, no license or other rights (express or implied) are granted to the Buyer, including any rights to copy, modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works (save to the non-waivable extent permitted by mandatory law, and then only after prior written notice to NORQI).

- *Marks & Notices*: Buyer shall not remove, obscure, or alter any proprietary, confidentiality, or trademark notices on or in the Products or documentation, and shall use NORQI's marks only in accordance with NORQI's written brand guidelines and permissions (if any).

- *Feedback*: Any suggestions, requests, or feedback provided by Buyer may be freely used by NORQI without restriction or payment; no rights are created for Buyer thereby.

- *Third-Party IP & Open Components*: The Products may contain third-party or open-source components; such components are supplied under their respective licenses. Buyer agrees to comply with those licenses where applicable.

- *Infringement Claims / Exclusive Remedies*: If a third party asserts that a Product as supplied by NORQI infringes its IP rights, NORQI may, at its sole discretion and as Buyer's exclusive remedy: (a) procure for Buyer the right to continue using the Product; (b) modify or replace the Product so it becomes non-infringing and materially equivalent; or (c) refund the purchase price less reasonable depreciation against return of the Product. NORQI has no other liability for IP claims.

- *Exclusions*: NORQI has no obligation under cl. 6 to the extent the claim arises from: (i) modifications not made by NORQI; (ii) combination or use with products, software, or data not supplied or approved in writing by NORQI; (iii) use outside the specifications/manual; (iv) compliance with Buyer specifications; or (v) non-current versions or releases where the claim would have been avoided by using a current NORQI version provided without additional charge.

- *Conditions & Cooperation*: Buyer must promptly notify NORQI of any alleged infringement, cease use if reasonably requested, and grant control of the defence and settlement to NORQI; Buyer shall cooperate and provide information/assistance. Failure to do so releases NORQI from its obligations under cl. 6.

- *Survival*: This clause survives termination or expiry of the Contract.

14. Force Majeure

- *Definition & Effect*: A party is not liable for any failure or delay in performing its non-payment obligations under the Contract to the extent and for so long as performance is prevented, hindered, or rendered unreasonably onerous by Force Majeure.

- *Force Majeure Events (non-exhaustive)*: "Force Majeure" includes, without limitation: industrial conflict (strike, lockout), fire, explosion, flood, storm, earthquake or other natural disasters; war, armed conflict, terrorism, sabotage, cyberattack/major IT/system outage, riots/civil unrest; mobilisation, unforeseen military call-up of similar scope; governmental act or order (including sanctions, export/import bans, embargoes, trade restrictions, quarantine), requisition or confiscation; pandemic/epidemic and related public-health measures; currency restrictions, energy shortages, utility failures; general shortages, lack of transport, port congestion, carrier capacity constraints, restrictions on key supplies; and shortages or delays of deliveries from vendors or subcontractors caused by any of the foregoing.

- *Notice & Mitigation*: The affected party shall notify the other without undue delay after becoming aware of the Force Majeure event, describe its impact on performance, and use commercially reasonable efforts to mitigate its effects and resume performance.

- *Suspension & Extension*: The affected obligations are suspended for the duration of the Force Majeure, and all relevant deadlines are extended by a period equal to the duration and consequences of the event (including restart ramp-up). Readiness for collection within the extended timeline constitutes delivery for EXW terms.

- Valid from October, 2025 -



General terms of Sales and Delivery

- *Right to Adjust or Allocate*: NORQI may adjust delivery schedules, partially deliver, or allocate available production/capacity among customers in a fair and reasonable manner, without liability.
- *Prolonged Force Majeure / Termination*: If a Force Majeure event continues for more than sixty (60) consecutive days, either party may terminate the undelivered/affected portion of the Contract by written notice. In such case, neither party is liable for damages arising from the termination; the Buyer is liable to pay for Products and work already delivered or performed (including non-cancellable commitments, materials on order, and specific tooling) up to the termination effective date.
- *Payment & Credit Obligations*: Payment obligations, accrued amounts, and confidentiality are not excused by Force Majeure. However, where banking transfers are directly impeded by sanctions or banking shutdown specific to the event, the Buyer shall use alternative lawful channels and bear any additional costs.
- *No Price Reductions or Liquidated Damages*: During Force Majeure, no delay penalties, liquidated damages, price reductions, or cancellations apply except as expressly permitted under cl. 6.
- *Evidence*: Upon reasonable request, the affected party shall provide documentation evidencing the Force Majeure event and its impact on the affected obligations.
- *Reservation of Rights*: This clause is in addition to any other exclusions or limitations in the Contract and applies to the maximum extent permitted by mandatory law.

15. Partial invalidity

If any provision of these Terms of Sale and Delivery is held invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect. The invalid/unenforceable provision shall be deemed modified (“blue-penciled”) to the minimum extent necessary to make it valid and enforceable while preserving its original intent and risk allocation. If such modification is not possible, the provision shall be deleted, and the parties shall negotiate in good faith a valid, enforceable substitute that most closely reflects the original intent. No such finding shall affect the validity or enforceability of the remainder of these Terms.

16. Governing law and disputes

This Contract—and any non-contractual obligations arising out of or in connection with it—shall be governed exclusively by Danish law, excluding (i) its conflict-of-laws rules and (ii) the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Arbitration: Any dispute, controversy, or claim arising out of or in connection with this Contract (including any question regarding its existence, breach, termination, or validity) shall be finally settled by arbitration administered by the Danish Institute of Arbitration (Danish Arbitration) in accordance with its Rules in force on the date the arbitration is commenced.

- *Seat/Place of arbitration*: Copenhagen, Denmark.

- *Language*: English or Danish is permitted (translations may be required).

- *Tribunal*: One (1) arbitrator; however, if the aggregate amount in dispute exceeds DKK 2,000,000, the tribunal shall consist of three (3) arbitrators.

- *Confidentiality*: The arbitration (including its existence), all materials submitted, and any award shall be confidential, save to the extent disclosure is required to enforce or challenge an award, comply with law, or by order of a competent authority.

- *Interim Measures*: Either party may seek interim, conservatory, or injunctive relief from any court of competent jurisdiction without waiving arbitration.

- *Consolidation/Joinder*: With the Institute’s approval, arbitrations involving related facts, transactions, or parties may be consolidated or heard together.

- *Costs*: Unless the tribunal decides otherwise, the unsuccessful party shall bear the reasonable costs of the arbitration, including the tribunal’s fees, the Institute’s fees, and the prevailing party’s reasonable legal fees and expenses.

Judgment upon the award may be entered into and enforced by any court of competent jurisdiction.

- Valid from October, 2025 -



General Terms and Conditions for 3-year warranty

Standard products: ranges, bratt pans and kettles

The Warranty applies only where the Unit is: (i) installed, commissioned, operated, cleaned, and maintained strictly in accordance with the official NORQI User Manual supplied with the Unit (including all safety warnings, capacities, duty cycles, utilities, and environmental specifications); (ii) used solely for its intended professional purpose and in a prudent, non-abusive manner by competent personnel; and (iii) used in full compliance with all applicable laws, regulations, codes, and standards, including electrical, gas, water, ventilation, food-safety/hygiene, and workplace safety rules.

Any deviation from the Manual, intended use, or applicable legal requirements—including but not limited to improper installation/commissioning, unauthorized modifications, non-approved accessories or parts, overloading, misuse/abuse, or operation contrary to warnings - voids the Warranty in whole or in part. NORQI may require documentation evidencing compliant installation, use, and maintenance.

The Warranty Period is thirty-six (36) months from the Unit's factory invoice date (the "Warranty Period").

- *Months 1–12:* Factory Warranty. General factory warranty applies under these terms.

- *Months 13–36:* Component Warranty (Parts-Only). Coverage is strictly limited to spare parts required to remedy a covered defect. All other costs are excluded, including without limitation: labor/overtime, travel/time, mileage, accommodation, lifting/handling equipment, consumables, diagnostics, commissioning, de-/re-installation, shipping/freight, and customs/duties.

The Component Warranty is valid only if all claims are submitted and processed through the original selling dealer; otherwise, it lapses. Each claim must include a purchase invoice showing the correct legal entity details (including VAT number) and the Unit's model/serial identification. For the avoidance of doubt, no costs other than parts are covered under the Component Warranty.

Maintenance of any warranty coverage (including the Component Warranty) is expressly conditional upon return of the allegedly defective component(s) to NORQI for inspection and verification.

- *Mandatory Return:* The Customer must return the component(s) to NORQI, following NORQI's instructions and any RMA/reference number provided, for technical evaluation.

- *Proof of Dispatch:* The Customer must supply verifiable proof of shipment (e.g., carrier receipt with tracking) for each returned component.

- *Failure to Return:* If the component(s) are not returned as required—or proof of dispatch is not provided—coverage for the relevant claim is void, and NORQI may invoice any advance replacements, parts, or services at NORQI's then-current rates.

- *Title & Disposition:* Title to any component replaced under warranty passes to NORQI upon exchange. NORQI may retain, repair, refurbish, or scrap returned components at its sole discretion.

For the avoidance of doubt, shipping costs and transit risks for returning warranty components are the Customer's responsibility unless NORQI agrees otherwise in writing.

The Warranty Period begins at the factory invoice date unless deferred under this clause. At NORQI's sole discretion, the start of the Warranty Period may be postponed by up to six (6) months from the factory invoice date to the documented installation/commissioning date of the Unit, subject to all the following:

- *Request & Approval:* The Customer (or selling dealer) must request a deferral in writing no later than the installation date and obtain NORQI's written confirmation.

- *Documentation:* The request must include acceptable proof of deferred installation for the specific Unit (model and serial no.), such as an installation/commissioning report, handover protocol, or signed site log showing the actual installation date.

- *Storage & Condition:* Until installation, the Unit must be stored, handled, and preserved strictly in accordance with NORQI's instructions. Any deterioration, damage, or corrosion arising during storage is excluded from the Warranty.

- *Maximum Deferral:* If installation occurs more than six (6) months after the factory invoice date, the Warranty Period shall nonetheless commence no later than six (6) months after that invoice date.

- *No Extension:* Deferral changes only the start date of the original Warranty Period and does not extend its total duration.

If the above conditions are not fully met, the Warranty Period starts on the factory invoice date.

During the Warranty Period, the Customer must submit any warranty claim exclusively through the original selling dealer/supplier of the Unit. NORQI will not accept, or process warranty claims made directly by the Customer unless NORQI has agreed to this in writing in advance.

To initiate a claim, the Customer must provide the supplier with: (i) proof of purchase (invoice with correct company details/VAT no.), (ii) Unit model/serial number, (iii) a clear fault description, and (iv) photos/videos or error codes where applicable. Unauthorized service, repairs, or parts procurement voids the Warranty.

During the Warranty Period, NORQI - at its sole discretion and as the exclusive remedy - may (i) repair the defective part(s), (ii) replace the defective part(s), or (iii) replace the Unit with a new, refurbished, or functionally equivalent unit (which may be a current model with reasonably comparable specifications). No cash or credit alternative is available.

Repaired and replacement parts/Units may be new or refurbished. Title to any replaced parts/Units passes to NORQI upon exchange. Any replacement carries only the unexpired remainder of the original Warranty Period applicable to the Unit. Minor differences in appearance or features that do not materially affect performance shall not constitute nonconformity.

Performance of any warranty service - including inspection, diagnosis, repair, replacement, or rework - does not suspend, extend, or restart the Warranty Period. Any repaired or replacement parts, Units, or assemblies carry only the unexpired remainder of the original Warranty Period applicable to the Unit; no new or additional warranty period is created. Downtime, shipping time, or time spent arranging/performing service does not toll the Warranty Period. Any goodwill or out-of-scope assistance by NORQI does not modify this clause.

NORQI does not cover any costs or assume any risk related to the shipment of warranty parts. All freight; handling, packaging, insurance, customs/duties, and related charges are the Customer's sole responsibility. Unless agreed otherwise in writing, shipments are EXW (Incoterms® 2020) NORQI's facility, and risk of loss or damage passes to the Customer upon delivery to the carrier. NORQI is not liable for delays, loss, or damage in transit; any such claims must be made by the Customer directly with the carrier. NORQI may, at its discretion, prepay freight and invoice the Customer.

Warranty coverage applies only to service callouts scheduled within normal standard service hours, as defined by NORQI. Any urgent/expedited response or attendance outside standard service hours (including evenings, nights, weekends, and public holidays) is expressly excluded. All associated premiums, overtime labour, travel/time surcharges, and third-party fees are payable by the Customer at NORQI's then-current rates. For the avoidance of doubt, NORQI bears no cost arising from the Customer's request for immediate or out-of-hours assistance.

The Warranty is void, and NORQI assumes no liability, for any defect, malfunction, or damage arising—whether in whole or in part—from

- Valid from 1. October, 2025 -



General Terms and Conditions for 3-year warranty

Standard products: ranges, brattpans and kettles

improper installation. This expressly includes, without limitation, connection to an electrical supply with incorrect voltage, current (amperage), frequency, phase, or relay type/specification.

The Warranty applies only where the Unit is used strictly in accordance with NORQI's official User Manual and its stated intended purpose.

- *Improper Use Excluded:* Any defect arising from misuse, abuse, overloading, operation outside specified limits, non-approved accessories/parts, unauthorized modifications, neglect, or failure to follow operating/cleaning procedures is excluded.

- *Mandatory Annual Service:* To maintain any extended/Component Warranty, the Unit must receive at least annual maintenance and service exactly as prescribed in the Manual (including all scheduled inspections, adjustments, and replacements).

- *Authorized Service & Parts:* Required maintenance and any repairs must be performed by authorized/qualified technicians using NORQI-approved parts and consumables only.

- *Documentation Required:* The Customer must provide verifiable records on request (e.g., dated service reports, checklists, technician credentials, parts invoices, and logbooks identifying model/serial no.). Absence of documentation voids coverage for the period in question.

- *Safety & Reading the Manual:* The User Manual must be read before use. Failure to follow safety instructions may cause serious injury or death and voids the Warranty in whole or in part.

For the avoidance of doubt, NORQI bears no responsibility for defects caused by operation contrary to the Manual or prudent professional practice.

The Warranty is immediately void if, at any time during the Warranty Period, the Unit is fitted with any spare part, accessory, or consumable other than an original NORQI part (including used, refurbished, or "equivalent/OEM" parts), unless NORQI has explicitly approved the specific part in writing in advance.

NORQI bears no liability for any defect, damage, performance loss, or safety issues arising from non-original parts. On request, the Customer must provide documentation (e.g., part numbers, invoices, serial/lot numbers, photos) proving that only original NORQI parts were used. Failure to provide such proof voids coverage for the affected period and components.

The Warranty does not cover changes in flatness/unevenness of the frying surface that arise during use. Deviations in flatness of up to 4 mm over any 300 mm span are deemed normal and explicitly excluded from Warranty coverage.

- *Measurement method:* Flatness is verified by placing a 300 mm straightedge on the clean, dry surface (in any direction) and checking gap height with a feeler gauge. A gap of ≤ 4 mm at any point is within tolerance and not a defect.

- *Conditions:* Measurements may be taken at ambient temperature or at a stabilized operating temperature per NORQI's instructions; contamination, residues, or thermal shock effects are excluded from assessment.

- *Above-tolerance cases:* Only deviations exceeding 4 mm over 300 mm, confirmed by NORQI, may be considered for Warranty evaluation; NORQI's determination is final.

The Warranty is void in full if, at any time during the Warranty Period, the Unit is installed, commissioned, maintained, repaired, modified, inspected, calibrated, or updated by any person or entity not expressly authorized in writing by NORQI ApS ("Authorized Service Partner").

- *Scope:* This includes, without limitation, electrical/gas/water connections, software/firmware updates, replacement of parts, and any intervention affecting safety or performance.

- *Documentation:* On request, the Customer must provide dated service reports identifying the Authorized Service Partner, technician

credentials, and the Unit's model/serial number. Failure to provide documentation voids coverage for the relevant period and components.

- *Liability & Costs:* NORQI ApS assumes no liability for defects, damage, or performance loss arising from unauthorized work, and will not reimburse any related costs.

- *Reservation of Rights:* NORQI may require inspection to verify authorization status; NORQI's determination is final.

In addition to normal wear and tears, the Warranty does not cover any of the following: all items below are deemed consumable, adjustments, or expected aging, whether performance is affected:

- *Consumables & Wear Parts (non-exhaustive):* Lamps/LEDs, indicator lenses, buttons/switches, keypads, knobs/handles, gaskets/seals/O-rings, hoses, filters/strainers, scrapers, squeegees, wipers, belts, bearings, bushings, hinges/joints/linkages, springs, fuses, connectors, clamps, fasteners, lubricants/grease, PTFE/anti-stick coatings, silicone items, glass panels/covers, sight glasses, leveling feet, and cosmetic trims/caps.

- *Cosmetic & Surface Changes:* Discoloration, staining, patina/heat tint, water marks, minor dents/scratches/abrasion, loss of sheen, hairline marks, or coating degradation attributable to cleaning, normal use, or environmental exposure.

- *Cleaning Agents & Procedures:* Damage from non-approved chemicals (e.g., chlorinated/acidic/alkaline products, abrasive pads, high-pressure/steam jets), incorrect concentrations, excessive dwell times, or failure to rinse/neutralize.

- *Water Quality, Scaling & Corrosion:* Failures or performance loss from lime scale, mineral deposits, chlorides, or corrosive water/condensate. Where applicable, the Customer must provide effective water treatment (softening/filtration) meeting NORQI's specifications and retain service logs; absence of compliant treatment/logs voids coverage for affected components.

- *Thermal & Mechanical Stress:* Warping, micro-cracks, seal fatigue, or deformation resulting from thermal shock, over-tightening, impact, misuse, overloading, or operation outside specified temperatures, fill levels, cycles, or duty factors.

- *Noise/Vibration & Tolerances:* Noise, vibration, backlash, or clearances within NORQI's published tolerances; such conditions are not defects.

- *Routine Adjustments:* Calibration, alignment, tensioning, tightening, updating of consumables, and other periodic adjustments are maintenance, not warranty.

- *Environmental & Utility Conditions:* Damage or instability caused by site conditions (ventilation, ambient temperature/humidity, chemical atmosphere), or improper utilities (voltage, current, frequency, phase, pressure, water quality/pressure).

- *Third-Party Accessories/Detergents:* Any effect from non-NORQI accessories, add-ons, detergents, or consumables; use is at the Customer's risk.

- *Storage & Preservation:* Corrosion, contamination, or degradation arising from improper storage or lack of preservation measures prior to commissioning.

- *Throughput/Duty Cycle Exceedance:* Accelerated wear or failures where actual duty/throughput exceeds the Unit's intended professional use, operating class, or published cycle/duty limits.

- *Calibration Drift & Sensor:* Normal use of probes, sensors, thermostats, and safety devices; recalibration and replacement due to use are maintenance.

- *Software/Settings:* Changes to settings/parameters, resets, or firmware updates required due to misuse, power events, or user alterations.

- *Pests & Foreign Matter:* Damage due to pests/vermin, foreign objects, or ingress of cleaning fluids/particulates beyond IP ratings.

- *No-Fault-Found:* Site visits or returns where no manufacturing defect is verified are chargeable at NORQI's then-current rates.

- Valid from 1. October, 2025 -



General Terms and Conditions for 3-year warranty

Standard products: ranges, brattpans and kettles

Customer Documentation Duty. For any claim potentially touching the items above, the Customer must provide, upon request, dated maintenance/cleaning logs, water-treatment records, and proof of compliant use (model/serial-specific). Failure to provide documentation voids coverage for the affected items/period.

Interpretation: Lists above are illustrative, not limiting. NORQI's technical determination is to wear/consumable status, compliance with specifications, and whether a condition is cosmetic or within tolerance is final.

Reimbursement of any warranty-eligible costs is strictly conditional upon NORQI's receipt of a complete claim package no later than sixty (60) calendar days after the warranty task was completed.

- *Complete Claim:* Package must include, at minimum: (i) itemized invoice, (ii) service report with Unit model/serial, fault description, work performed, labour time, and date of completion, (iii) part numbers/quantities with prices, (iv) travel/time logs and any freight receipts (if applicable), and (v) prior written authorization/RMA where required.

- *Method & Receipt:* Claims must be submitted to NORQI in the format and to the address/portal specified by NORQI. Receipt by NORQI within the 60-day period is required; proof of sending is not sufficient.

- *Late/Incomplete Claims:* Claims received after the 60-day deadline—or missing required documentation—are irrevocably forfeited and will not be reimbursed.

- *Audit & Rates:* All claims are subject to NORQI's review/audit and reimbursement limits at NORQI's then-current standard rates. Submission or silence does not constitute acceptance or waiver by NORQI.

This Agreement, and any non-contractual obligations arising out of or in connection with it, shall be governed exclusively by Danish law, excluding (i) its conflict-of-laws rules and (ii) the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Arbitration. Any dispute, controversy, or claim arising out of or in connection with this Agreement (including any breach, termination, or invalidity) shall be finally settled by arbitration administered by the Danish Institute of Arbitration (Danish Arbitration) in accordance with its Rules in force at the time the arbitration is commenced.

- *Seat/Place of Arbitration:* Copenhagen, Denmark.

- *Language:* English or Danish (translations may be required).

- *Tribunal:* One (1) arbitrator; provided, however, that if the aggregate amount in dispute exceeds DKK 2,000,000, the tribunal shall consist of three (3) arbitrators.

- *Confidentiality:* The existence of the arbitration, all materials submitted, and any award are confidential, except to the extent disclosure is required to enforce or challenge an award, comply with law, or by a competent authority.

- *Interim Relief:* Either party may seek interim, conservatory, or injunctive measures from any competent court (including Danish courts) without waiving arbitration.

- *Consolidation/Joinder:* With the Institute's approval, arbitrations involving related facts, transactions, or parties may be consolidated or heard together.

- *Costs:* Unless the tribunal determines otherwise, the unsuccessful party shall bear the reasonable costs of the arbitration, including the tribunal's fees, the Institute's fees, and the prevailing party's reasonable legal fees and expenses.

Judgment upon the award may be entered into and enforced by any court of competent jurisdiction.

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